

EXHIBIT A

WHITE & CASE LLP

David M. Turetsky
Samuel P. Hershey
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: david.turetsky@whitecase.com
sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Telephone: (312) 881-5400
Facsimile: (312) 881-5450
Email: mandolina@whitecase.com
gregory.pesce@whitecase.com

WHITE & CASE LLP

Aaron Colodny (admitted *pro hac vice*)
555 South Flower Street, Suite 2700
Los Angeles, California 90071
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: aaron.colodny@whitecase.com

– and –

WHITE & CASE LLP

Keith H. Wofford
Southeast Financial Center
200 South Biscayne Blvd., Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com

Counsel to the Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
CELSIUS NETWORK LLC, <i>et al.</i> , ¹) Case No. 22-10964 (MG)
)
Debtors.) (Jointly Administered)
)
)
OFFICIAL COMMITTEE OF UNSECURED) <u>JURY TRIAL DEMANDED</u>
CREDITORS OF CELSIUS NETWORK LLC, <i>et al.</i> ,)
on behalf of the Debtors' estates,)
) Adv. Proc. No. __ - _____
Plaintiff,)
)
)
v.)
)

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these Chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

ALEXANDER MASHINSKY, SHLOMI DANIEL)
LEON, HANOCH GOLDSTEIN, HARUMI)
URATA-THOMPSON, JEREMIE BEAUDRY,)
JOHANNES TREUTLER, KRISTINE MEEHAN)
MASHINSKY, ALIZA LANDES, AM VENTURES)
HOLDING, INC., KOALA1 LLC, ALCHEMY)
CAPITAL PARTNERS LP, BITS OF SUNSHINE)
LLC, and JOHN DOE 1-100.)
))
Defendants.)

COMPLAINT

The Official Committee of Unsecured Creditors (the “**Plaintiff**” or the “**Committee**”) of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**,” and together with their non-Debtor affiliates “**Celsius**” or the “**Company**”), by and through its undersigned counsel, derivatively on behalf of and as the representative of the Debtors’ estates, as Plaintiff in the above-captioned adversary proceeding, and based upon knowledge, information, belief, and the result of its investigation to date, alleges as follows:

NATURE OF ACTION

1. Celsius was founded on the idea that banks were broken. It promised to provide financial freedom to its account holders by paying them 80% of the gross revenue it received from its investments. Celsius repeatedly assured its account holders that it safeguarded their assets and advertised that it only invested in safe, market-neutral and well-collateralized investments with reputable counterparties.

2. Celsius raised capital to fund its business through an initial coin offering, or “ICO,” of its own cryptocurrency, the CEL token. In the summer of 2018, Alexander Mashinsky, the co-founder, director, CEO, and public face of Celsius, announced that Celsius’ \$50 million ICO was fully funded. It was off to the races.

3. The ICO, however, was never fully funded. Mr. Mashinsky agreed to purchase

\$18 million of the CEL tokens that were not sold. But when the time came to pay, Mr. Mashinsky refused. Instead, at Mr. Mashinsky's direction, Shlomi Daniel Leon, another co-founder of Celsius, extended the time by which Mr. Mashinsky had to purchase the tokens and reduced the purchase price. Ultimately, two years later, Mr. Leon let Mr. Mashinsky off the hook, and the \$18 million in CEL tokens Mr. Mashinsky promised to purchase were added back to Celsius' balance sheet.

4. Through a combination of relentless promotion, rising public interest in cryptocurrency, and top-of-the-market interest rates, the number of account holders who transferred assets to Celsius and the total value of those assets grew rapidly. Mr. Mashinsky promoted Celsius' "success" each week on his live "Ask Mashinsky Anything" broadcasts ("AMAs") where he encouraged people to give Celsius their cryptocurrency, sit back, and earn weekly rewards.

5. In contrast to Mr. Mashinsky's public messaging, on the inside Celsius was a mess. Far from being safer than a bank, Celsius repeatedly failed to responsibly hold or invest the assets transferred to its platform by its account holders. In 2020, investment decisions were primarily made by Mr. Mashinsky and Harumi Urata-Thompson, Celsius' Chief Investment and Financial Officer. Those investment decisions were made in an ad hoc manner, with hundreds of millions of dollars' worth of cryptocurrency transmitted to counterparties with little to no diligence.

6. By the spring of 2021, account holders had transferred over \$10 billion of cryptocurrency to Celsius. Celsius tasked two employees with overseeing risk and sorting through the ad hoc deployments made by Mr. Mashinsky, Ms. Urata-Thompson, and other Celsius employees. To the extent Celsius tracked its billions of dollars of investments and various positions across the firm, it did so using a spreadsheet.

7. Celsius’ lack of basic investment controls led to predictable results. For example, in 2020, Mr. Mashinsky sent billions in assets to KeyFi, Inc. (“**KeyFi**”)—an entity that Mr. Mashinsky and Hanoch “Nuke” Goldstein partially owned—to engage in staking and speculative investments. Customer assets were sent to KeyFi before an agreement was finalized. Celsius never created proper controls or oversight mechanisms to ensure KeyFi was using its assets as directed, and Celsius is now engaged in litigation with KeyFi to recover over \$200 million of losses from that transaction. Celsius also provided hundreds of millions of dollars of Bitcoin (“**BTC**”) and Ethereum (“**ETH**”) collateral to a separate entity, Equities First Holdings (“**EFH**”), without even receiving basic financial information from the company. EFH refused to return Celsius’ BTC and now owes Celsius over \$395 million.

8. During this same period, Celsius used BTC transferred by customers to strategically purchase CEL tokens to inflate the token’s price. In late 2020 and early 2021, the Defendants realized that they had not accurately tracked Celsius’ assets and liabilities and, because the Defendants were using BTC to purchase CEL tokens, Celsius had significantly more BTC obligations than assets. As BTC prices skyrocketed and everyone in the crypto industry was making money, Celsius lost *over \$250 million*—a fact that the Defendants did not realize until it was too late. After that incident, the Defendants knew that Celsius had to better track its assets and obligations—yet, the Defendants *again* failed to invest the proper resources into Celsius’ financial operations and instead turned to another ineffective, manually updated spreadsheet, which often misrepresented Celsius’ position by hundreds of millions of dollars.

9. The above-described loss was one of many large “poor asset deployment decisions” made by the Debtors in 2020 and 2021. During that time, Celsius operated at a multiple hundred million dollar loss. The returns from its investments were not sufficient to meet the bloated

operating expenses incurred by the Defendants and the above-market interest rates the Defendants refused to reduce. ***All told, in 2021 alone, the Defendants lost over \$1.2 billion.***

10. As the losses mounted, Mr. Mashinsky, Mr. Leon, Ms. Urata-Thompson, and Mr. Treutler directed Celsius to continue spending ***hundreds of millions of dollars*** to buy CEL tokens on the open market to prop up the token's price. Mr. Mashinsky, Ms. Urata-Thompson, and Mr. Johannes Treutler coordinated the timing, price, and size of purchases, each specifically intended to inflate the price of the token. As the largest holders of CEL tokens, Mr. Mashinsky, Mr. Leon, Mr. Goldstein and the other Defendants profited from the rising price. Mr. Mashinsky, Mr. Leon, and Mr. Goldstein also directly profited by secretly selling CEL tokens from their private wallets, often around the time when Celsius was purchasing CEL tokens. Between 2019 and 2022, Mr. Mashinsky sold more than \$51.4 million of CEL tokens, Mr. Leon sold more than \$8.6 million, and Mr. Goldstein sold more than \$2.2 million. Those sales were often in direct violation of Celsius' policy on trading CEL tokens.

11. Also in 2021, Celsius hired a new risk management team who immediately became concerned by Mr. Mashinsky's pattern of misrepresentations when promoting Celsius on his AMAs and other engagements. Mr. Mashinsky's lies included statements about the risk of Celsius' investments, regulatory compliance, the strength of its financials, and non-existent insurance. Each lie was intended to convince more retail investors to transfer their assets to Celsius. Celsius' risk team raised concerns to Mr. Mashinsky about his repeated misrepresentations, informed him of the specific inaccuracies and misrepresentations, and asked him to record the AMAs so that the risk, compliance, and other teams could review the videos and remove misstatements before the videos were released to the public. Mr. Mashinsky refused and continued to lie to the public. Thereafter, each week Celsius employees would watch Mr.

Mashinsky's AMAs as they were broadcast live. The employees would then send a list of Mr. Mashinsky's lies to the media team who would remove the statements and repost the edited video to the internet. Each Defendant was aware of the cover up. Neither the Defendants nor Celsius ever retracted or corrected any of Mr. Mashinsky's misrepresentations.

12. It all came to a head in January 2022. The Defendants were operating a billion dollar derivatives trading desk, but did not monitor its positions. The desk was betting that markets would continue to go up. As the cryptocurrency market turned, and prices began to drop, the derivatives desk experienced significant losses. Mr. Mashinsky, Mr. Leon, and the other officers were informed of the issue after significant losses had been incurred, but failed to take action for days. Finally, after days of additional losses, Mr. Mashinsky took matters into his own hands and recklessly bet the markets would continue to drop, ordering Celsius' traders to sell *hundreds of millions of dollars in cryptocurrency*. The market recovered before Celsius' employees could convince Mr. Mashinsky to bring the position even. Celsius suffered extreme losses as a result of Mr. Mashinsky's reckless conduct.

13. Celsius was further crippled in April 2022, when regulatory actions prohibited it from accepting any further transfers to its Earn program from unaccredited retail investors in the United States.

14. In May 2022, the Terra Luna crisis and resulting drain on Celsius' liquidity brought Celsius to its knees. After Mr. Mashinsky and Mr. Leon were informed that Celsius would likely not survive, they and their relatives withdrew substantially all of their non-CEL token cryptocurrency from the Celsius platform. In total, the Defendants withdrew more than \$20 million between April 1, 2022 and July 13, 2022 (the "**Petition Date**").

15. Mr. Mashinsky would often preach that if account holders had questions about

whether they should trust Celsius, they only had to look at him—the largest account holder and CEL token holder—who was putting his money where his mouth was and standing alongside them. Like many other things Mr. Mashinsky said to entice customers to transfer their hard-earned assets to Celsius, those statements were not true. Mr. Mashinsky refused to invest at the beginning, skimmed millions off the top through his secret sales of CEL tokens, and was the first one to jump as the Celsius ship began to sink.

16. From the beginning, Mr. Mashinsky and the other Defendants placed themselves ahead of Celsius and its account holders. Their reckless and self-interested conduct has left hundreds of thousands of account holders without access to the crypto assets they transferred to the Defendants to safeguard and manage. This lawsuit seeks damages for breaches of the Defendants' fiduciary duties to Celsius and avoidance of actual, preferential, and constructive transfers for the victims of the Defendants' negligent, reckless, and fraudulent conduct.

JURISDICTION

17. This adversary proceeding is brought pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

18. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Federal subject matter jurisdiction also exists under 28 U.S.C. § 1332(a) based on complete diversity of citizenship of the parties and because the amount in controversy, exclusive of interests and costs, exceeds \$75,000, and under 28 U.S.C. § 1331.

19. This Court has personal jurisdiction over all of the Defendants pursuant to Bankruptcy Rule 7004. All of the Defendants have maintained minimum contacts with the United States in connection with the claims asserted herein.

20. Venue in the Southern District of New York is proper under 28 U.S.C. §§ 1408 and 1409 because this adversary proceeding arises under and in connection with cases commenced under the Bankruptcy Code.²

PARTIES³

21. Plaintiff is the Official Committee of Unsecured Creditors appointed on July 27, 2022 by the Office of the United States Trustee pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 148].

22. The Committee brings this action derivatively on behalf of the Debtors' estates. The Debtors are: Celsius Network LLC; Celsius KeyFi LLC; Celsius Lending LLC; Celsius Mining LLC; Celsius Network, Inc.; Celsius Network Limited; Celsius Networks Lending LLC; Celsius US Holding LLC; GK8 Ltd; GK8 UK Limited; and GK8 USA LLC. On July 13, 2022, (the "**Petition Date**"), the Debtors, other than GK8 Ltd, GK8 UK Limited, and GK8 USA LLC (collectively, the "**GK8 Debtors**"), filed voluntary petitions for relief in this Court under Chapter 11 of the Bankruptcy Code. On December 7, 2022, the GK8 Debtors filed voluntary petitions in this Court under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code.

23. Defendant Alexander Mashinsky is one of the founders of Celsius. Mr. Mashinsky is a director of Celsius Network Limited and Celsius Network, Inc. He served as the Chief

² Bankruptcy Rule 7008 requires the Committee to state whether it consents to the entry of final orders or judgments. The Committee has not yet determined its position on this issue but will do so promptly upon a grant of standing and prior to the filing of any final complaint.

³ Plaintiff reserves the right to name additional defendants, either through the amendment of this complaint if standing is granted, and such defendants are related to the Defendants named herein, or through a subsequent motion for standing to bring claims against additional defendants.

Executive Officer (“**CEO**”) of Celsius Network LLC and Celsius Network Limited on or around the time of their inceptions until September 27, 2022. Mr. Mashinsky also served as CEO of Celsius US Holding LLC, Celsius Lending LLC, Celsius Networks Lending LLC, and Celsius Network, Inc., in addition to serving as Executive Chairman of the Board for Celsius Mining LLC and Secretary of Celsius Network, Inc. Mr. Mashinsky was a director of Celsius KeyFi LLC, Celsius Mining LLC, Celsius Network LLC, Celsius Lending LLC, Celsius US Holding LLC, and Celsius Networks Lending LLC from their inception to September 27, 2022. Upon information and belief, Mr. Mashinsky served on (1) the New Business Committee from its inception until it was disbanded in July 2021, (2) the Executive Committee (“**ExCO**”) from its inception until the end of his tenure at Celsius, (3) the Assets and Liabilities Committee (“**ALCO**”) from its inception in July 2021 until the end of his tenure at Celsius, (4) the Risk Committee from its inception in December 20, 2020 until on or around August 2021, (5) the Assets & Obligations Committee (“**A&O Committee**”) from its inception on April 7, 2020, until it was disbanded, (6) the Deployment Committee as its chair from its inception on April 7, 2020 until it was disbanded, and (7) the Investment Committee in or around 2020. Mr. Mashinsky regularly attended, participated in, and received materials from the New Business Committee, ExCO, ALCO, Risk Committee, A&O Committee, Deployment Committee, and Investment Committee meetings during his time at Celsius, even if he was not a member of the applicable committee at the time. At all times relevant to this Complaint, Mr. Mashinsky controlled the Debtors through his 83.7% equity stake in Debtor Celsius Network Inc., a Delaware corporation, which is a majority owner of Celsius Network Limited, which wholly owns Celsius US Holding LLC, which is the sole owner of Celsius Network LLC. Upon information and belief, Mr. Mashinsky maintains a residence and conducts or conducted business in or directed at New York for the time period relevant to this Complaint.

24. Defendant Shlomi Daniel Leon is one of the founders of Celsius. He is a director of Celsius Network, Inc. and Celsius Network Limited. He served as the Chief Strategy Officer (“CSO”) of Celsius Network Limited and Celsius Network LLC on or around the time of each of their inception until September 27, 2022. He served as Chief Operating Officer (“COO”) of Celsius Network Limited and Celsius Network LLC from on or around each of their inception until January 3, 2022. Mr. Leon was the CSO of Celsius Lending LLC, President of Celsius Mining LLC, and COO of Celsius Network, Inc. and of Celsius Networks Lending LLC. He was a director of Celsius KeyFi LLC, Celsius Lending LLC, Celsius Mining LLC, Celsius Network LLC, Celsius Networks Lending LLC, Celsius US Holding LLC, and GK8 USA LLC. Upon information and belief, Mr. Leon served on (1) the ExCO from its inception until the end of his tenure at Celsius, (2) the ALCO from its inception in July 2021 until the end of his tenure at Celsius, (3) the Risk Committee from December 20, 2020 until on or around December 2021, (4) the A&O Committee from its inception on April 7, 2020 until it was disbanded, the (5) the New Business Committee from its inception until it was disbanded in July 2021, and (6) the Investment Committee in or around 2020. Upon information and belief, Mr. Leon regularly attended, participated in, and received materials from the ExCO, ALCO, Investment Committee, Risk Committee, New Business Committee, and A&O Committee meetings during his time at Celsius, even if he was not a member of that committee at the time. Upon information and belief, Mr. Leon maintains a residence in New Hampshire and conducts or conducted business in or directed at New York.

25. Defendant Hanoah “Nuke” Goldstein is one of the founders of Celsius. Mr. Goldstein served as the Chief Technology Officer (“CTO”) of Celsius Network LLC, Celsius Lending LLC, and Celsius Network Limited from on or around the time of their inceptions until

27. Defendant Jeremie Beaudry served as General Counsel, Chief Compliance Officer (“CCO”), and Secretary to the Board of Celsius Network Limited from April 7, 2020 to September 2021. Mr. Beaudry was CCO of Celsius Lending LLC and Celsius Networks Lending LLC from its inception until September 2021. Upon information and belief, Mr. Beaudry served on the (1) Risk Committee from April 2021 to July 2021, (2) the A&O Committee as its chair from its inception on April 7, 2020 until it was disbanded, (3) the Regulatory Committee from its inception on April 7, 2020 until the end of his tenure at Celsius, and (4) the ExCO from the beginning of his employment with Celsius until the end of his tenure at Celsius. Upon information and belief, Mr. Beaudry regularly attended, participated in, and received materials from the A&O Committee, ExCO, Regulatory Committee, and Risk Committee meetings during his time at Celsius, even if he was not a member of that committee at the time. Upon information and belief, Mr. Beaudry maintains a residence in Georgia and conducts or conducted business in New York.

28. Defendant Johannes Treutler was the Head of CeFi Trading of Celsius Network Limited from October 2019 to January 2022. During that time, among other things, Mr. Treutler directed the purchase of CEL tokens on public markets and exchanges and oversaw the execution of Celsius’ exchange traded strategies. Upon information and belief, Mr. Treutler regularly attended, participated in, received materials from, and prepared information for the Investment Committee and ExCO during his time at Celsius, even if he was not a member of the applicable committee at the time. Upon information and belief, Mr. Treutler lives in Berlin, Germany and conducted business in or directed at New York.

29. Defendant Aliza Landes served as the Head of Business Development for EMEA at Celsius Network Limited from January 2018 to March 2019. Ms. Landes served as the Vice President of Lending at Celsius Network Limited, Celsius Lending LLC, and Celsius Network

LLC from its inception until January 2022. Ms. Landes served on the Risk Committee from on or around September 2021 until November 2021. Upon information and belief, Ms. Landes regularly attended, participated in, and received materials from Risk Committee meetings during her time at Celsius, even if she was not a member of that committee at the time. Ms. Landes is the spouse of Defendant Shlomi Daniel Leon. Upon information and belief, Ms. Landes maintains a residence in Tel Aviv, Israel and conducts or conducted business in or directed at New York.

30. Defendant Kristine Meehan Mashinsky is the spouse of Defendant Alexander Mashinsky. Upon information and belief, Mrs. Mashinsky maintains a residence and conducts or conducted business in or directed at New York.

31. Defendant AM Ventures Holding, Inc. (“**AMV**”) is a corporation incorporated under the laws of the State of Delaware. Upon information and belief, AMV is wholly-owned by Defendant Alexander Mashinsky. AMV agreed to purchase CEL tokens in connection with the ICO of Celsius Network Limited and conducted business in New York.

32. Defendant Koala1 LLC is a limited liability company incorporated under the laws of the State of Delaware. Upon information and belief, Koala1 LLC is owned by Defendant Alexander Mashinsky. Koala1 LLC maintained an account with Celsius. At times relevant to the conduct complained of herein, Koala1 LLC conducted business in or directed at New York.

33. Defendant Alchemy Capital Partners LP (“**Alchemy**”) is a limited partnership incorporated under the laws of the State of Delaware. Upon information and belief, Alchemy is controlled by Defendant Shlomi Daniel Leon. At times relevant to this Complaint, Alchemy conducted business in or directed at New York.

34. Defendant Bits of Sunshine LLC is a limited liability company incorporated under the laws of the State of Delaware. Upon information and belief, is controlled by Defendant Hanoch

was to be settled 90 days after March 28, 2018. The Token Sale Agreement provided that the purchase was “final, and there are no refunds or cancellations”

43. On April 30, 2018, Celsius filed a Notice of Exempt Offering of Securities (Form D) with the United States Securities and Exchange Commission, disclosing that it had sold \$24,527,033 of the \$50,000,000 of CEL tokens offered, including to 1,343 unaccredited investors. Celsius later filed an Amended Form D to claim that the “Total Offering Amount,” and “Total Remaining to be Sold” was “Indefinite” because Celsius was “[u]nable to determine [the] exchange rate.” Celsius’ own records indicate that it ultimately sold \$32 million or 203 million CEL tokens.

44. On May 17, 2018, at the Blockchain Week NYC conference, Mr. Mashinsky told many reporters that the ICO was fully funded and Celsius had raised \$50 million. He repeated similar statements on multiple media outlets.

45. Mr. Mashinsky, however, refused to purchase the 117,000,000 CEL tokens that he had promised to buy. It is unclear whether he purchased *any* CEL tokens as part of the ICO.

46. In early September 2018, Mr. Mashinsky instructed Mr. Leon to extend the Token Sale Agreement by 12 months and to change the price of the purchase obligation to the current market price (\$0.06 vs. the \$0.20 previously agreed sale price) to avoid a “tax hit.”

47. More than a year later, Mr. Mashinsky persisted in his refusal to purchase the 117,000,000 CEL tokens he promised to purchase. To settle the unfulfilled obligations in the Token Sale Agreement, AMV entered into a loan agreement in which Celsius Network Limited “lent” AMV \$7,020,000 collateralized with the 117,000,000 CEL tokens (which Mr. Mashinsky had not purchased) and common shares of Celsius (the “**AMV Loan**”). Mr. Mashinsky signed for AMV and Mr. Leon signed for Celsius. Celsius employees, including Celsius’ then CFO,

CEL tokens, told Ms. Urata-Thompson that he had told Mr. Leon about similar concerns. Mr. Leon and Mr. Mashinsky subsequently voted to return the 117,000,000 CEL tokens to the treasury.

51. Shortly after Mr. Leon and Celsius absolved Mr. Mashinsky of his commitment to purchase CEL tokens, Celsius raised equity from Celsius’ customers through a crowd-sourced funding round arranged and sponsored by BNKtotheFuture.com, an online platform that primarily offers equity investments in cryptocurrency companies.

II. The CEL Token

52. Mr. Mashinsky described the CEL token as the “backbone of Celsius.” Celsius account holders could elect to receive weekly rewards payments (or interest) in CEL tokens. Interest in CEL tokens was paid at a higher rate than if the account holder elected to receive interest in the deposited cryptocurrency (*i.e.*, in-kind).

53. As set forth in the table below, the Defendants were among the largest holders of CEL tokens.

CEL Tokens Owned By Defendants ⁽¹⁾	7/14/2021	7/12/2022
Alexander Mashinsky	70,056,514	70,096,767
Shlomi Daniel Leon	15,929,760	15,934,635
Hanoch “Nuke” Goldstein	9,595,765	9,705,806
Kristine Meehan Mashinsky	5,292,918	2,117,023
Jeremie Beaudry	1,052,342	274,249
Harumi Urata-Thompson	629,134	315,487
Johannes Treutler	537,484	535,928
Total Defendants CEL Balance	103,093,917	98,979,895
Treasury CEL Balance	281,595,547	284,568,835
Available CEL Supply⁽²⁾	695,658,161	692,753,441

Notes:

1. Balances include related entities and collateral related loans. Balances include (i) on platform holdings as disclosed in the Debtors’ Schedules and Statements of Financial Affairs, and (ii) Defendants’ known wallets.

2. The total supply of CEL was fixed at 700 million. Celsius periodically destroyed or burned certain of those CEL token. As of the last CEL burn transaction, dated June 10, 2022, approximately 693 million CEL tokens existed, per Etherscan.

Between September 30, 2021 to June 30, 2022, insiders, employees, and Celsius’ treasury owned approximately 70% of all CEL tokens.

54. Celsius used a flywheel diagram to demonstrate the benefits the CEL token was purported to provide to token holders and Celsius.



The flywheel evolved over time, but the general concept was that customers would deposit digital assets onto the Celsius platform. Celsius would lend the coins to third parties to earn yield. Celsius would use the return from its investments to buy CEL tokens on the market. Celsius would pay interest in CEL token to electing holders, whose balances would increase. Celsius would earn yield on the increased balances and pay its users more interest in CEL tokens.

1. *CEL Token Utility*

55. The CEL token had limited utility.⁵ Celsius provided that users could use CEL tokens to pay interest on their retail loans at a lower interest rate than if interest was paid in dollars or stablecoins.⁶ Celsius also created membership tiers, where users who held more CEL tokens

⁵ The CEL token was easily gamed by certain Celsius customers. Certain account holders who elected to earn interest in CEL tokens would immediately sell the tokens (or swap it on Celsius) for BTC, ETH, or stablecoins. The Company frequently bought those CEL tokens on the open market as part of its buybacks using BTC, ETH, and stablecoins. In essence, the Company was paying the increased interest rate with in-kind assets (or stablecoins, which it borrowed at an additional cost to the Company). The Defendants were aware that Celsius' customers were taking advantage of the Company and the resulting losses to the Company, but did not take any action to stop the bleeding. Rather, they encouraged it by reducing the amount of CEL tokens account holders had to hold to swap CEL tokens for BTC, ETH, and stablecoins.

⁶ Stablecoin is a term used to describe a cryptocurrency, such as USDC or USDT, whose value is tied or pegged to fiat currency through an algorithm or reserves.

would receive early access to future Celsius products. CEL tokens were also provided to employees as part of their compensation.

56. The Defendants hoped that the CEL token could be used as collateral to borrow other currency and generate yield from third parties. That never happened. In fact, Celsius was virtually the only entity that would accept CEL tokens as collateral. Celsius offered fiat and stablecoin margin loans to employees and certain retail customers collateralized by their CEL tokens. Mr. Leon and Mr. Goldstein both monetized their CEL token holdings by taking multi-million dollar loans from Celsius collateralized by CEL tokens.⁷ Both Mr. Leon and Mr. Goldstein posted substantially all of their CEL tokens on the platform as collateral for their CEL token backed loans. The interest rates on Mr. Leon's and Mr. Goldstein's loans are 0.1% and 1%, respectively. Upon information and belief, Mr. Leon and Mr. Goldstein did not execute loan agreements in connection with the multi-million dollar loans from Celsius. As Celsius' Global Treasury Director put it, the loans allowed the insiders to "us[e] the company" as a "piggybank." Mr. Goldstein has refused to repay his loan. It is unclear whether the Debtors have asked Mr. Leon to repay his loan.

57. The Company's strategy of accepting CEL tokens as collateral proved costly. As the price of the CEL token dropped precipitously in the summer of 2022 and loans collateralized by CEL tokens hit margin calls and were liquidated, Celsius foreclosed on the CEL collateral. At the end of the day, the borrowers kept the fiat or stablecoins loaned and Celsius was left with the CEL token collateral, whose continued value is far from certain.⁸

⁷ Alchemy Capital Partners LP, an entity associated with Mr. Leon, received a \$4 million loan in April 2022 that is collateralized by 15,027,916 CEL tokens. Mr. Goldstein received a \$4.2 million loan that is collateralized by 9,628,852 CEL tokens. It appears that as CEL token prices declined rapidly in the summer of 2022, unlike other account holders, both Mr. Leon and Mr. Goldstein were allowed grace periods to provide additional collateral for their CEL-backed loans. Mr. Beaudry also had a \$200,000 loan that was collateralized by CEL tokens which he repaid on February 25, 2022.

⁸ While CEL token has a market value of ~\$0.34 (as of the date of this filing), that market price is based on a thinly-traded amount as the vast majority of CEL token is locked in the Celsius platform.

for now.”

63. Each of the D&O Defendants was aware that insiders were selling CEL tokens. On May 4, 2021, a presentation to the ExCO disclosed that more than 90% of the entities that sold CEL tokens on the over-the-counter market and more than half of the entities that sold CEL tokens in exchanges in the prior week were employees, family of employees, friends, or the top-five CEL holders. Between 2019 to 2022, Mr. Mashinsky, Mr. Leon, and Mr. Goldstein sold the following net amounts of CEL tokens through centralized and decentralized exchanges:¹⁰

Year	Net Sales From Known Mashinsky Wallets		Net Sales From Known Leon Wallets		Net Sales From Known Goldstein Wallets	
	Total USD Value	Number of CEL Tokens	Total USD Value	Number of CEL Tokens	Total USD Value	Number of CEL Tokens
2019	\$204,760.00	2,631,204.69	\$0.00	0.00	\$0.00	0.00
2020	\$10,372,980.00	10,166,309.49	\$2,532,368.00	746,512.74	\$1,189,119.00	1,723,183.87
2021	\$36,136,299.00	6,473,502.90	\$5,711,963.00	1,009,001.62	\$402,634.00	58,387.60
2022	\$4,705,040.00	3,389,611.00	\$395,719.00	140,924.05	\$622,720.00	229,246.14
TOTAL¹¹	\$51,419,079.00	22,660,628.08	\$8,640,050.00	1,896,438.41	\$2,214,473.00	2,010,817.61

64. From its inception to the Petition Date, Celsius spent *hundreds of millions of dollars* to purchase CEL tokens on the open market to inflate the price of the token at the direction of Mr. Mashinsky, Ms. Urata-Thompson, and Mr. Treutler. No one at Celsius has been able to

¹⁰ Mr. Mashinsky repeatedly and falsely claimed in AMAs and on Twitter that he was not a seller of CEL token. For example, in a November 5, 2021 AMA, Mr. Mashinsky addressed “rumors” that he had sold CEL tokens in recent weeks, stating that he had actually bought “something like 30,000 CEL token last few days. If you think I’m selling, I’m not selling, I’m buying” but that it did not matter as “you have to make your own decisions.” In the month before that AMA, Mr. Mashinsky had sold a significant amount of CEL tokens. He continued to sell CEL tokens after that AMA as well. On December 9, 2021, Mr. Mashinsky posted to Twitter, “All @CelsiusNetwork founders have made purchases of #CEL and are not sellers of the token.”

¹¹ The amounts in the table above are based on public blockchain data from cryptocurrency wallets which have been identified as being owned by Mr. Mashinsky, Mr. Leon, and Mr. Goldstein. The report by the Examiner appointed in the Debtors’ Chapter 11 cases also identified sales of CEL tokens from private wallets associated with Mr. Mashinsky, Mr. Leon, and Mr. Goldstein. While the amounts identified by the Examiner and the Committee are slightly different, the Committee and the Examiner have come to the same conclusion; Mr. Mashinsky, Mr. Leon, and Mr. Goldstein each sold millions of dollars’ worth of CEL tokens from 2019 through 2022.

provide an estimate of the total amount Celsius spent purchasing CEL tokens. Nor does it appear that the Company kept track of the expense on its financial statements. In May 2022, hoping to halt the enormous expense of supporting the CEL token, concerned Celsius employees attempted to calculate the cost to the Company. They estimated that Celsius had already spent ***more than \$50 million that year*** purchasing CEL tokens. The total amount of CEL tokens purchased by Celsius at the direction of Mr. Mashinsky, Ms. Urata-Thompson, Mr. Treutler and others from 2019 to 2022 ***exceeds \$500 million***.

65. Celsius took assets from its general omnibus wallets (where all customer funds were accepted and commingled) to fund its purchases of CEL tokens. Celsius operated at a multiple hundred million dollar loss in each of 2020, 2021, and 2022. Even if Celsius' intent was to use its profits to purchase CEL tokens, it simply did not have the profits to do so. Mr. Mashinsky, Ms. Urata-Thompson, and Mr. Treutler caused Celsius to use account holder assets to purchase CEL tokens.¹² ***Those purchases directly benefited Mr. Mashinsky, Mr. Leon, Mr. Goldstein, the other Defendants, and other Celsius employees who held the majority of the CEL token at the expense of Celsius' account holders.*** As Ms. Urata-Thompson described: "I think they [the founders of Celsius] always will have it on the back of their head what is best for their CELs, not best for the company and to me that is [a] conflict of interest." Ms. Urata-Thompson also held a large amount of CEL tokens.

III. Ask Mashinsky Anything

66. From the beginning, Mr. Mashinsky was the face of Celsius. Celsius relied heavily

¹² In an August 2020 conversation with Mr. Treutler via Slack, Ms. Urata-Thompson told him that, in order for Celsius to make CEL token buyback purchases, it used customer and investment funds, which made her feel "nervous" and "queasy" that a "large chunk of it [is] going into our wallet as founders earnings." She further explained that "[f]or a company that could lose, at this pace, 6 million before the end of year, I can't possibly justify this. And we are using equity money that should be used strategically to grow the company. Are we doing that? I don't think so."

73. From that time forward, Celsius executives from its risk, regulatory, compliance, and legal teams watched the AMAs live, along with thousands of current and prospective customers, and documented inaccurate or materially misleading statements made by Mr. Mashinsky, co-hosts, and guests. The video would be immediately posted to YouTube. The executives would then send a list of false or misleading statements to the marketing department, which edited the videos, removed the live recording from YouTube, and then reposted the scrubbed version. Mr. Mashinsky, Mr. Goldstein, Mr. Leon, and Mr. Beaudry were each included on the emails noting the inaccuracies and were aware that Celsius was editing and removing false and misleading statements from the AMA videos. Notwithstanding the fact that each of these executives was aware that Mr. Mashinsky's false and misleading statements continued to be regularly broadcast to the public, none of the executives did more than engage in the after the fact clean-up of the AMAs.

74. The statements by Mr. Mashinsky (and often his young co-hosts who acted as his echo chamber) that were deleted from the AMAs ranged from distasteful comments and exaggerations to material misstatements about Celsius' balance sheet and the risk undertaken by the Company. For example, Mr. Sunada-Wong called it "crucial" to delete a statement from the May 14, 2021 AMA that said "When you transfer your assets to your Celsius wallet you've instantly start[ed] generating rewards that are paid out every Monday. These rewards compound causing your returns to stack and snowball over time. Celsius is able to achieve this by lending out the community's assets to vetted financial institutions. These loans are collateralized. This means the institutions give Celsius assets or dollars to hold onto before we give out the digital assets. This protects the community and keeps them whole." This statement was misleading, given that many of Celsius's institutional loans were uncollateralized, and it was removed. As of

supported the rates we pay.” For instance, Celsius had difficulty finding deployment opportunities for the massive amounts of BTC transferred to the Celsius platform. Mr. Mashinsky, however, consistently resisted efforts to reduce the rewards rates Celsius offered on BTC. In January 2022, the ALCO was informed that even if Celsius was able to maximize BTC deployment across every available investment strategy, it would still lose money at its current rewards rates. Nevertheless, Mr. Mashinsky continued to resist lower interest rates and vetoed any suggestion to do so.

90. In February 2022, Celsius’ Treasury department prepared an analysis for the company’s new CFO showing \$100 million in potential cost savings to Celsius by reducing interest rates paid out on BTC and ETH deposits. The presentation also pointed out that at that time, Celsius’ liabilities exceeded its assets by \$1 billion and that Celsius was incurring financing costs of approximately \$100 million per year. The presentation recommended that Celsius “should begin to shift its strategic direction to profitability rather than being a ‘loss leader’ for the sake of customer acquisition.” Those suggestions were again refused by Mr. Mashinsky and Celsius’ other executives.

91. While some effort was made to decrease interest rates paid to customers in certain coins in May 2022, the efforts were too little too late.

3. *Large Operating Losses and Staggering One-Off Losses*

92. In a presentation that was given to the Board of Directors in May 2022, Celsius reported an \$811 million pre-tax loss on its management profit and loss statement for the year ending 2021. Following the Petition Date, the Debtors informed the Committee that the figure was much higher and identified approximately \$1.2 billion of losses in 2021, including a net operating loss of \$320 million and the \$250 million loss due to its short position in BTC described above. Mr. Mashinsky admits that Celsius’ staggering losses were the result of “poor asset deployment decisions.” Those large losses, which were never disclosed to Celsius’ account

In March 2022, Celsius was reeling and acknowledged in a presentation to the ALCO that it was not producing enough revenue to cover liabilities or additional operating expenses. Subsequent presentations show that Celsius had a net capital of approximately negative \$60 million at this time (that negative figure included the CEL tokens held in treasury which Celsius valued at more than \$700 million). Celsius was insolvent by nearly \$800 million by its own account.

111. On April 4, 2022, Celsius did not have enough liquid assets (*i.e.*, assets that Celsius could retrieve within seven days or less) to meet its expected obligations.

112. On April 10, 2022, Mrs. Mashinsky withdrew approximately 1 million CEL tokens with a market value of \$2,946,336.¹⁸ On April 13, Mr. Leon withdrew \$2,200,000 of USDC.¹⁹ Mr. Leon also transferred 8,000,000 CEL tokens to an account owned by Alchemy, a limited partnership that he controlled. That same day, Alchemy posted 7,373,272 CEL tokens as collateral and received a \$4 million USD loan.

113. On April 15, 2022, Celsius only had liquid assets sufficient to meet 54.5% of its total liabilities. Also on April 15, 2022, the New Jersey Order became effective, and Celsius was forced to close its Earn program to unaccredited investors. In an attempt to keep customers on the platform, Celsius launched its “Custody” product for customers in certain U.S. states. Funds that were already held in Celsius’ Earn accounts were grandfathered into the Earn program regardless of accreditation status. But unaccredited users could not invest more money into the Earn program. A major source of assets—U.S. unaccredited customers—was closed.

114. On April 26, 2022, Rod Bolger, Celsius’ new CFO, informed Mr. Mashinsky that Celsius was “h[a]emorrhaging \$7.5mm pre-tax losses each week” and if they did not correct their

¹⁸ Mrs. Mashinsky then sold those tokens in a series of smaller, regular transactions that appear designed to conceal the sales and minimize their effect on the price of the CEL token.

¹⁹ USDC is a stablecoin whose value is intended to be pegged to the U.S. Dollar.

anyone who wanted to withdraw partially or fully, there were no problems . . . I know people are concerned about the whole market . . . about the TerraLuna situation. That’s the service, you can withdraw at any time . . . We have billions of dollars of liquidity.”

128. On June 7, 2022, at the direction of Mr. Leon, Celsius published a blog titled “Damn the Torpedoes, Full Speed Ahead.” Celsius sought to reassure the community, stating that it was prepared for the crypto downturn, that it will “continue to process withdrawal[] without delay,” and that “Celsius has the reserves (and more than enough ETH) to meet obligations” under its “comprehensive liquidity risk management framework.”

VIII. The Pause

129. On June 12, 2022, Celsius paused all withdrawals from the platform to prevent further erosion of value (the “**Pause**”). Shortly thereafter, upon information and belief, Celsius failed to meet a margin call with respect to its over \$1 billion loan with Tether Limited Inc., who liquidated Celsius’ BTC and ETH collateral, resulting in *a further \$97 million loss to Celsius*.

130. Thereafter, certain of the D&O Defendants instructed VP of Lending, Tal Bentov, to continue liquidating retail loans to avoid making Celsius’ asset to liability gap larger.

131. On July 13, 2022, the Debtors filed for relief under Chapter 11 of the Bankruptcy Code. The Committee was appointed on July 27, 2022. Since that time it has investigated the prepetition actions that led to their Chapter 11 filing, which investigation remains ongoing.

COUNT I

(Breach of Fiduciary Duty — Defendants Alexander Mashinsky, Shlomi Daniel Leon, Hanoch Goldstein, Harumi Urata-Thompson, and Jeremie Beaudry)

132. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

133. At all times relevant to this Complaint, Celsius was insolvent. Celsius’ debts and

138. Celsius was a financial services company that catered to retail investors. Mr. Mashinsky marketed Celsius through online “Ask Mashinsky Anything” videos that were broadcast to the public. During those videos, Mr. Mashinsky repeatedly and persistently made fraudulent, false, and misleading statements to the public. Mr. Mashinsky was aware his statements were false when he made them. Mr. Mashinsky intentionally made those false and misleading statements to encourage more individuals to transfer cryptocurrency to Celsius.

139. The Defendants and other employees of Celsius collectively and knowingly engaged in a scheme to cover up Mr. Mashinsky’s misrepresentations and false statements. Members of the risk, legal, compliance, regulatory, and media teams would flag problematic and false statements to be deleted from the AMAs after such videos had been broadcast live and many had already been posted to YouTube. Mr. Mashinsky and the other Defendants were warned about the fraudulent, false, and misleading statements Mr. Mashinsky was making and the claims and liability that the Company would incur as a result of those statements. Despite that knowledge, Mr. Mashinsky and the Defendants continued to intentionally publish false and misleading statements to the public to entice individuals to transfer cryptocurrency to Celsius. As a result of the Defendants’ willful misconduct, Celsius is now subject to millions (and potentially billions) of damage claims from account holders and potentially other entities.

140. Celsius received billions of dollars of assets from retail investors and had a fiduciary duty to handle and invest those assets in a responsible manner. Celsius and the Defendants stressed the safety of its investments and systems repeatedly in public communications targeted at current and prospective account holders, specifically retail investors. The Defendants failed to establish adequate controls, systems, technology, infrastructure, and decision-making processes to responsibly invest or protect the assets that they were trusted to invest.

operating losses in 2021 and 2022.

147. The Defendants' breach of their fiduciary duties caused substantial damage to Celsius and its account holders and other creditors in an amount to be proven at trial. But for such breaches of fiduciary duty, Celsius and its creditors would not have suffered such damage.

COUNT II

(Breach of Fiduciary Duty of Loyalty — Purchase and Manipulation of CEL token — Defendants Alexander Mashinsky, Shlomi Daniel Leon, Hanoch Goldstein, Harumi Urata-Thompson, and Johannes Treutler)

148. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

149. At all times relevant to this Complaint, Celsius was insolvent. Its debts and liabilities exceeded the value of its assets, and it did not have the ability to meet its on demand and other obligations, or to satisfy its existing or probable liabilities, as they came due in the ordinary course of its business.

150. Mr. Mashinsky, Mr. Leon, Mr. Goldstein, Ms. Urata-Thompson, and Mr. Treutler, as well as their family, friends, and affiliated entities, all owned large quantities of CEL tokens.

151. Mr. Mashinsky, Mr. Leon, Mr. Goldstein, and Ms. Urata-Thompson were directors and officers of Celsius Network, Inc., Celsius Network Limited, and certain other of their affiliates. While not explicitly named as directors, Mr. Goldstein and Ms. Urata-Thompson made high-level decisions for the Company that would normally be carried out by directors. Additionally, Mr. Goldstein and Ms. Urata-Thompson were senior level employees enjoying significant trust and independence within the Company.

152. Mr. Treutler was the Head of the CeFi trading desk and in charge of implementing and directing Celsius' purchase of CEL tokens from public markets. Though not a director or officer of the Debtors, Mr. Treutler was a key, senior employee within the Company, who made

material decisions with respect to the Company's strategy, operations, and the use of significant assets of the Company. Mr. Treutler ran the CeFi division of the Company, participated in financial decisions of the Company, had input into and knowledge of the financial welfare of the Company, and advised Mr. Mashinsky, Mr. Leon, Mr. Goldstein, and Ms. Urata-Thompson, who were the Company's Directors, CEO, COO, CTO, and CFO at times relevant to this Count II. Together with Mr. Mashinsky and Ms. Urata-Thompson, Mr. Treutler would establish price targets for Celsius' purchase of CEL tokens. Mr. Treutler would determine the specific quantities of CEL tokens purchased, the prices to purchase CEL tokens, and when the purchases would occur to inflate the price of the CEL token. As a key managerial employee, Mr. Treutler owed the Company the same fiduciary duties as its officers and directors. Additionally, Mr. Treutler owed the Debtors an implied fiduciary duty to Celsius because Mr. Treutler and Celsius had a relationship of trust on which Celsius relied, Mr. Treutler and the Debtors' interests were aligned, and Mr. Treutler exercised control and domination over a substantial amount of the Debtors' property, instructing the purchase of hundreds of millions of dollars of CEL tokens, and overseeing and directing Celsius' CeFi trading activities.

153. Each of the Defendants therefore owed Celsius a fiduciary duty of loyalty, including the duty to act in good faith and in the best interest of Celsius, promote the success of the Company, and, at all times, to subordinate their personal interests to the interests of Celsius.

154. The Defendants breached their fiduciary duty of loyalty to the Company by acting in bad faith, failing to act in the best interest of the Company as a whole, failing to act in a way that promoted the success of the Company, and failing to subordinate their personal interests to the interests of the Company. The Defendants' conduct was arbitrary and unreasonable, which frustrated the overarching purpose of Celsius' governing documents and breached the implied

the ultimate decision-maker.

179. Mr. Leon, Mr. Goldstein, Ms. Urata-Thompson, and Mr. Beaudry breached their duty to exercise independent judgment by failing to consider issues for themselves and take responsibility for all decisions reached.

180. Specifically, among other failures to exercise independent judgment, Mr. Leon, Mr. Goldstein, Ms. Urata-Thompson, and Mr. Beaudry repeatedly deferred to Mr. Mashinsky on numerous consequential management decisions despite relevant and reasonably available information, indicating such decisions were not in the best interests of the Company.

181. For example, despite being warned about the fraudulent, false, and misleading statements Mr. Mashinsky was making in his AMA videos and the liability that the Company would incur as a result, Mr. Leon, Mr. Goldstein, Ms. Urata-Thompson, and Mr. Beaudry failed to exercise independent judgment and stop these fraudulent statements. Instead, they participated in a scheme to cover up Mr. Mashinsky's misrepresentations. The Defendants were aware of the scheme to edit the AMAs after they were recorded live and to remove the live misrepresentations that Mr. Mashinsky had made. The Defendants actively participated in the editing process. None of the Defendants ever corrected or retracted any of Mr. Mashinsky's statements.

182. Mr. Leon failed to exercise independent judgment with respect to the Token Sale Agreement between AMV and Celsius Network Limited. Mr. Leon extended the deadline and reduced the price for AMV's purchase in 2018 at Mr. Mashinsky's direction, so that Mr. Mashinsky could avoid tax consequences. Ultimately, rather than holding Mr. Mashinsky to his agreement to purchase \$18,000,000 of CEL tokens under the Token Sale Agreement, Mr. Leon agreed to release Mr. Mashinsky from his purchase obligation in exchange for no consideration. Mr. Leon subsequently authorized and approved the AMV Loan arrangement in an attempt to

cover up the issue. Ultimately, Mr. Leon authorized the termination of each agreement and the return of the 117,000,000 CEL tokens to Celsius' treasury instead of being burned as the whitepaper promised. Mr. Leon's decisions and actions demonstrated that he was being influenced by Mr. Mashinsky rather than exercising independent judgment to make decisions in the best interest of Celsius.

183. Ms. Urata-Thompson was a key member of the New Business Committee and the Investment Committee and had significant input into Celsius' investment decisions. Ms. Urata-Thompson failed to exercise independent judgment with respect to many significant investment decisions, including, but not limited to: (1) posting significant cryptocurrency collateral with EFH without conducting proper diligence, (2) failing to sell shares in the Grayscale Bitcoin Trust when Celsius was able to do so, (3) transferring significant assets to KeyFi before an agreement had been executed, and (4) making unsecured loans to risky counterparties that exceeded the Company's risk limits. These poor investment decisions were influenced by Mr. Mashinsky, and had Ms. Urata-Thompson exercised independent judgment and considered all relevant issues for herself, she would not have made these decisions.

184. Mr. Leon, Mr. Goldstein, and Ms. Urata-Thompson failed to prioritize, develop, and authorize proper systems to track and monitor Celsius' assets, obligations, and trading positions. The Defendants' initial failure led to an approximate \$250 million loss that was discovered in late 2020 and early 2021. In response, the Defendants attempted to implement a system to better track Celsius' assets and obligations. However, the ultimate system Google sheet that the Defendants created or oversaw creating to remedy the issue was woefully insignificant to track the billions of dollars of assets that had been entrusted to Celsius by retail investors and investments that Celsius made for the benefit of the Company and its account holders. The

because they shared close relationships with the Debtors and negotiated at less than arm's length with the Debtors leading up to the Preferential Transfers. Specifically, AMV and Koala1 LLC are entities that, upon information and belief, are wholly-owned by Mr. Mashinsky, the founder, director, and former CEO of Celsius. Alchemy, upon information and belief, is an entity wholly-owned by Mr. Leon, a founder, director, and former CSO and COO of Celsius. Bits of Sunshine LLC is an entity that, upon information and belief, is wholly-owned by Mr. Goldstein.

208. As a result of the Preferential Transfers, each of the Defendants received more than they would be entitled to receive if (i) under a hypothetical Chapter 7 case; (ii) the transfers had not been made; and (iii) such creditor received payment of such debt to the extent provided by the provisions of the Bankruptcy Code.

209. As of the date hereof, the Defendants have not repaid all or a part of the value of the Preferential Transfers or returned the Preferential Transfers.

210. The Preferential Transfers are avoidable under section 547(b) of the Bankruptcy Code.

211. Under Section 550 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred and avoided under section 547 of the Bankruptcy Code from any immediate or mediate transferee of the initial transferee of such property.

212. The Defendants are the recipients of the Preferential Transfers and are liable as initial transferees. In the alternative, the Defendants are liable as subsequent or mediate transferees.

213. Upon information and belief, the Defendants may have transferred the funds comprising the Preferential Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus

immediate or mediate transferees of the Preferential Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

214. Therefore, the Preferential Transfers or the value of the property transferred in Preferential Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT VII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Alexander Mashinsky and Any Other Immediate or Mediate Transferees)

215. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

216. Between May 15, 2022 and the Petition Date, Mr. Mashinsky transferred the following amounts from the Celsius platform to his personal cryptocurrency wallet and/or personal accounts with third-party cryptocurrency exchanges (collectively, the “**Alexander Mashinsky Transfers**”):

Date	Asset	Amount²¹
May 15, 2022	ETH	\$208
May 15, 2022	USDC	3
May 15, 2022	ETH	124,274
May 15, 2022	BTC	30
May 15, 2022	ETH	778,485
May 15, 2022	BTC	186,136
May 16, 2022	USDC	1,299,827
May 16, 2022	USDC	492,428
Total		\$2,881,391

217. The Alexander Mashinsky Transfers constitute transfers of interest in the Debtors’ property and were made within two years prior to the Petition Date.

218. Mr. Mashinsky caused the Alexander Mashinsky Transfers to be made by the Debtors.

²¹ Amount in USD based on market prices as of the date of the applicable transfer.

Transfers, which constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

229. Mr. Mashinsky's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. The close relationship between the Debtors and Mr. Mashinsky, who was a director and the CEO of the Debtors at the time of the transfers;
- b. Mr. Mashinsky's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn;
- c. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- d. Contemporaneous communications that establish Mr. Mashinsky knew Celsius was insolvent and in dire financial condition;
- e. The fact that Mr. Mashinsky withdrew substantially all of his BTC, ETH, and stablecoins on deposit with Celsius;
- f. Mr. Mashinsky had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- g. That Mr. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- h. The Alexander Mashinsky Transfers were to an insider; and
- i. Mr. Mashinsky, through initiating the Alexander Mashinsky Transfers and other transfers described herein, engaged in a pattern, or series of transactions, or course of conduct after the Debtors incurred debt, the onset of financial difficulties on Debtors, or pendency of threat of suits by creditors of Debtors.

230. By virtue of the foregoing, the Alexander Mashinsky Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Alexander Mashinsky Transfers.

231. To the extent the Alexander Mashinsky Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

232. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

233. Mr. Mashinsky is the initial transferee for whose benefit the Alexander Mashinsky Transfers were made. Upon information and belief, Mr. Mashinsky may have transferred the funds comprising the Alexander Mashinsky Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Alexander Mashinsky Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

234. Therefore, the Alexander Mashinsky Transfers, or the value of the property transferred in the Alexander Mashinsky Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT IX

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Shlomi Daniel Leon and Any Other Immediate or Mediate Transferees)

235. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

236. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

237. Between July 15, 2021 and the Petition Date, Mr. Leon transferred the following amounts from the Celsius platform to his personal cryptocurrency wallet and/or personal accounts with third-party cryptocurrency exchanges (collectively, the “**Leon Transfers**”):

Date	Asset	Amount ²²
July 15, 2021	BTC	\$31,447
July 18, 2021	ETH	1,916
July 18, 2021	CEL	11
July 19, 2021	ETH	69,320
July 20, 2021	CEL	476,431
August 8, 2021	CEL	636,462
August 12, 2021	CEL	31
August 13, 2021	CEL	642,466
September 14, 2021	CEL	5
September 14, 2021	CEL	104,200
September 21, 2021	CEL	102,616
September 22, 2021	BTC	1,355,123
September 27, 2021	CEL	177,575
October 6, 2021	CEL	113,800
October 21, 2021	CEL	184,800
December 2, 2021	CEL	206,208
March 29, 2022	CEL	64,030
April 4, 2022	CEL	69,280
April 11, 2022	CEL	265,576
April 13, 2022	USDC	2
April 13, 2022	USDC	50
April 14, 2022	USDC	2,200,000
April 26, 2022	CEL	41
April 26, 2022	CEL	79,599
May 29, 2022	USDC	100
May 29, 2022	USDC	2,370,534
May 31, 2022	BTC	100
May 31, 2022	BTC	423,276
Total		\$9,574,999

238. The Leon Transfers constitute transfers of interest in the Debtors' property and were made within two years prior to the Petition Date.

239. Mr. Leon caused the Leon Transfers to be made by the Debtors.

240. Mr. Leon caused Debtors to make the Leon Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff's and Celsius' enforcement and collection of claims against Mr. Leon.

²² Amount in USD based on market prices as of the date of the applicable transfer.

transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

251. Mr. Leon's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. The close relationship between the Debtors and Mr. Leon, who was a director, the CSO, or the COO of the Debtors at the time of the transfers;
- b. Mr. Leon's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Leon Transfers;
- c. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- d. Contemporaneous communications that establish Mr. Leon knew Celsius was insolvent and in dire financial condition;
- e. The fact that Mr. Leon withdrew all of his BTC, ETH, and a majority of his stablecoins on deposit with Celsius;
- f. The fact that Mr. Leon moved nearly all of his CEL tokens between associated entities;
- g. Mr. Leon had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- h. That Mr. Leon's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- i. The Leon Transfers were to an insider; and
- j. The Debtors were insolvent or became insolvent shortly after the Leon Transfers were made.

252. As discussed in Section II, *supra*, Mr. Leon regularly sold CEL tokens during Celsius' buybacks of CEL tokens.

253. By virtue of the foregoing, the Leon Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is

entitled to avoid the Leon Transfers.

254. To the extent the Leon Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

255. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

256. Mr. Leon is the initial transferee for whose benefit the Leon Transfers were made. Upon information and belief, Mr. Leon may have transferred the funds comprising the Leon Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Leon Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

257. Therefore, the Leon Transfers, or the value of the property transferred in the Leon Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XI

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Hanoch Goldstein and Any Other Immediate or Mediate Transferees)

258. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

259. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

260. Between August 12, 2021 and the Petition Date, Mr. Goldstein transferred the following amounts from the Celsius platform to his personal cryptocurrency wallet (collectively,

the “Goldstein Transfers”):

Date	Asset	Amount ²³
August 12, 2021	ETH	\$4,269
October 27, 2021	USDC	100,000
October 28, 2021	USDT ERC20	2,828
December 4, 2021	USDC	250,000
March 4, 2022	ETH	682,381
March 4, 2022	CEL	152,000
April 17, 2022	CEL	44,270
May 6, 2022	ETH	539,225
May 11, 2022	ETH	617,984
Total		\$2,392,957

261. The Goldstein Transfers constitute transfers of interest in the Debtors’ property and were made within two years prior to the Petition Date.

262. Mr. Goldstein caused the Goldstein Transfers to be made by the Debtors.

263. Mr. Goldstein caused Debtors to make the Goldstein Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff’s and Celsius’ enforcement and collection of claims against Mr. Goldstein.

264. Mr. Goldstein’s actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- The close relationship between the Debtors and Mr. Goldstein, who was the CTO or President of Labs of the Debtors at the time of the transfers;
- Mr. Goldstein’s continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Goldstein Transfers;
- The timing of the transactions as Celsius was experiencing financial distress;
- Contemporaneous communications that establish Mr. Goldstein knew Celsius was insolvent and in dire financial condition;
- That Mr. Goldstein’s transactions were conducted in secret and not

²³ Amount in USD based on market prices as of the date of the applicable transfer.

disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;

- f. The Goldstein Transfers were to an insider;
- g. The Debtors were insolvent or became insolvent shortly after the Goldstein Transfers were made;
- h. Mr. Goldstein, through initiating the Goldstein Transfers, engaged in a pattern, or series of transactions, or course of conduct after the Debtors incurred debt, the onset of financial difficulties on Debtors, or pendency of threat of suits by creditors of Debtors;
- i. The fact that Mr. Goldstein withdrew substantially all of his BTC, ETH and a majority of his stablecoins on deposit with Celsius;
- j. The fact that Mr. Goldstein moved nearly all of his CEL tokens and a substantial majority of stablecoins between associated entities; and
- k. Mr. Goldstein had not previously conducted a large withdrawal of substantially all of his non-CEL cryptocurrency holdings on the platform.

265. As discussed in Section II, *supra*, Mr. Goldstein regularly sold CEL tokens during Celsius' buybacks of CEL tokens.

266. By virtue of the foregoing, the Goldstein Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Goldstein Transfers.

267. To the extent the Goldstein Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

268. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

269. Mr. Goldstein is the initial transferee for whose benefit the Goldstein Transfers were made. Upon information and belief, Mr. Goldstein may have transferred the funds

comprising the Goldstein Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Goldstein Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

270. Therefore, the Goldstein Transfers, or the value of the property transferred in the Goldstein Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Hanoch Goldstein and Any Other Immediate or Mediate Transferees)

271. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

272. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

273. As set out in Count XI, Mr. Goldstein executed the Goldstein Transfers, which each constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

274. Mr. Goldstein's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. The relationship between the Debtors and Mr. Goldstein, who was the CTO or President of Labs of the Debtors at the time of the transfers;
- b. Mr. Goldstein's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Goldstein Transfers;
- c. The timing of the transactions as Celsius was experiencing financial distress;

- d. Contemporaneous communications that establish Mr. Goldstein knew Celsius was insolvent and in dire financial condition;
- e. That Mr. Goldstein's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- f. The Goldstein Transfers were to an insider;
- g. The Debtors were insolvent or became insolvent shortly after the Goldstein Transfers were made;
- h. The fact that Mr. Goldstein withdrew substantially all of his BTC, ETH and a majority of his stablecoins on deposit with Celsius;
- i. The fact that Mr. Goldstein moved nearly all of his CEL tokens and a substantial majority of stablecoins between associated entities; and
- j. Mr. Goldstein had not previously conducted a large withdrawal of substantially all of his non-CEL cryptocurrency holdings on the platform.

275. As discussed in Section II, *supra*, Mr. Goldstein regularly sold CEL tokens during Celsius' buybacks of CEL tokens.

276. By virtue of the foregoing, the Goldstein Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Goldstein Transfers.

277. To the extent the Goldstein Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

278. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

279. Mr. Goldstein is the initial transferee for whose benefit the Goldstein Transfers

were made. Upon information and belief, Mr. Goldstein may have transferred the funds comprising the Goldstein Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Goldstein Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

280. Therefore, the Goldstein Transfers, or the value of the property transferred in the Goldstein Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XIII

(Avoidance and Recovery of Constructive Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(B); 550 — Defendant Hanoach Goldstein and Any Other Immediate or Mediate Transferees)

281. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

282. Plaintiff brings this claim under sections 548(a)(1)(B) and 550 of the Bankruptcy Code.

283. On April 1, 2021, Mr. Goldstein received a loan of \$4,200,000 collateralized by 9,628,852 CEL tokens, which constitutes a transfer of interest in the Debtors' property, and was made to and for the benefit of Mr. Goldstein (the "**Goldstein Loan**").

284. The Goldstein Loan was made within two years prior to the Petition Date.

285. The Debtors received less than reasonably equivalent value or did not receive fair consideration in exchange for the Goldstein Loan. At the time of the transfer, the 9,628,852 CEL tokens received as collateral were worth significantly less than the \$4,200,000 received by Mr. Goldstein, particularly when the manipulation of the CEL token's value is considered.

286. The interest rate on the Goldstein Loan is 1%. Upon information and belief, Mr. Goldstein did not execute a loan agreement in connection with the Goldstein Loan.

287. The Goldstein Loan was a *de facto* transfer of cash to Mr. Goldstein for little to no value.

288. The Debtors were insolvent on the date of the Goldstein Loan; were left with unreasonably small capital on the date of the Goldstein Loan or as a result of the Goldstein Loan; or intended to incur or believed it would incur debts beyond its ability to pay as such debts matured.

289. Moreover, the Debtors made the Goldstein Loan to, or for the benefit of, an insider, or incurred such obligation to or for the benefit of an insider and not in the ordinary course of business.

290. By virtue of the foregoing, the Goldstein Loan was a constructive fraudulent transfer avoidable under section 548(a)(1)(B) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Goldstein Loan.

291. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

292. Mr. Goldstein is the initial transferee for whose benefit the Goldstein Loan was made. Upon information and belief, Mr. Goldstein may have transferred the funds comprising the Goldstein Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Goldstein Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

293. Therefore, the Goldstein Loan, or the value of the property transferred in the Goldstein Loan, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

ability to pay as such debts came due.

301. Moreover, the Debtors made the Goldstein Loan to, or for the benefit of, an insider, or incurred such obligation to or for the benefit of an insider and not in the ordinary course of business.

302. By virtue of the foregoing, the Goldstein Loan was a constructive fraudulent transfer avoidable under section 544(a)(1)(B) of the Bankruptcy Code and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Goldstein Loan.

303. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

304. Mr. Goldstein is the initial transferee for whose benefit the Goldstein Loan was made. Upon information and belief, Mr. Goldstein may have transferred the funds comprising the Goldstein Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Goldstein Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

305. Therefore, the Goldstein Loan, or the value of the property transferred in the Goldstein Loan, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XV

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Jeremie Beaudry and Any Other Immediate or Mediate Transferees)

306. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

307. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

308. Between July 16, 2021 to the Petition Date, Mr. Beaudry transferred the following amounts of cryptocurrency from the Celsius platform to his personal cryptocurrency wallet (collectively, the “**Beaudry Transfers**”):

Date	Asset	Amount ²⁴
July 16, 2021	BTC	\$100
July 16, 2021	BTC	147,929
July 19, 2021	USDC	15,000
July 23, 2021	CEL	58
July 23, 2021	CEL	508,723
July 31, 2021	CEL	62
August 1, 2021	CEL	984,489
August 4, 2021	USDC	850,000
August 9, 2021	USDC	35,000
August 13, 2021	USDC	41,000
August 20, 2021	USDC	400,000
October 16, 2021	ETH	453,879
November 10, 2021	CEL	1,931,392
November 17, 2021	USDC	30,000
December 1, 2021	USDC	42,000
December 1, 2021	BAT	\$61
December 2, 2021	BCH	16,615
December 2, 2021	BTC	37,702
December 2, 2021	DASH	8
December 2, 2021	UNI	9,352
December 2, 2021	USDC	100,000
December 3, 2021	USDT ERC20	28
December 3, 2021	BTC	13,987
December 3, 2021	USDC	6,000
December 3, 2021	USDC	21,000
December 4, 2021	USDC	40,000
December 4, 2021	USDC	400,000

²⁴ Amount in USD based on market prices as of the date of the applicable transfer.

Date	Asset	Amount ²⁴
December 5, 2021	USDC	30,000
December 6, 2021	BTC	31
December 6, 2021	BCH	10
December 6, 2021	USDC	37,000
December 9, 2021	UNI	3
December 9, 2021	USDC	40,000
December 10, 2021	USDC	50,000
December 12, 2021	USDC	50,000
December 13, 2021	USDC	20,000
December 15, 2021	USDC	42,000
December 17, 2021	USDC	25,050
December 20, 2021	USDC	50,000
December 20, 2021	USDC	10,000
December 22, 2021	USDC	30,000
December 23, 2021	USDC	13,000
December 28, 2021	USDC	20,000
December 29, 2021	USDC	25,000
January 1, 2022	CEL	150,289
January 1, 2022	ETH	500
January 2, 2022	USDC	16,607
January 3, 2022	USDC	76
January 5, 2022	CEL	149,838
January 5, 2022	CEL	140,059
January 6, 2022	USDC	245,000
January 7, 2022	CEL	149,236
January 7, 2022	ETH	321,528
January 7, 2022	ETH	480,847
January 7, 2022	USDC	866
January 10, 2022	USDC	79
January 10, 2022	ETH	87
January 17, 2022	BTC	49
March 2, 2022	USDC	100,000
March 4, 2022	USDC	50,000
March 5, 2022	USDC	50,001
Total		\$8,381,541

309. The Beaudry Transfers constitute transfers of interest in the Debtors' property and were made within two years prior to the Petition Date.

310. Mr. Beaudry caused the Beaudry Transfers to be made by the Debtors.

311. Mr. Beaudry caused Debtors to make the Beaudry Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff's and Celsius' enforcement and collection of

the Beaudry Transfers.

315. To the extent the Beaudry Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

316. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

317. Mr. Beaudry is the initial transferee for whose benefit the Beaudry Transfers were made. Upon information and belief, Mr. Beaudry may have transferred the funds comprising the Beaudry Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Beaudry Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

318. Therefore, the Beaudry Transfers, or the value of the property transferred in the Beaudry Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XVI

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Jeremie Beaudry and Any Other Immediate or Mediate Transferees)

319. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

320. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Beaudry Transfers.

325. To the extent the Beaudry Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

326. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

327. Mr. Beaudry is the initial transferee for whose benefit the Beaudry Transfers were made. Upon information and belief, Mr. Beaudry may have transferred the funds comprising the Beaudry Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Beaudry Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

328. Therefore, the Beaudry Transfers, or the value of the property transferred in the Beaudry Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XVII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Harumi Urata-Thompson and Any Other Immediate or Mediate Transferees)

329. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

330. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

331. Between May 12, 2022 and the Petition Date, Ms. Urata-Thompson transferred the

352. On September 6, 2021, Ms. Urata-Thompson exchanged 137,416 CEL tokens she held in her Celsius Earn Account for various amounts of BTC, ETH, ADA, MATIC, LINK, and DOT, which had a collective USD value of \$854,727 (the “**Urata-Thompson Swap**”).

353. As part of the Urata-Thompson Swap, Ms. Urata-Thompson entered into an agreement with Celsius in which CEL tokens were sent from Ms. Urata-Thompson’s Celsius Earn Account to the Celsius OTC Wallet, and, in exchange, BTC, ADA, MATIC, LINK, and DOT were sent from the Celsius OTC Wallet to Ms. Urata-Thompson’s Celsius Earn Account. Upon information and belief, the BTC, ADA, MATIC, LINK, and DOT remain in Ms. Urata-Thompson’s Celsius Earn Account. Therefore, the Urata-Thompson Swap resulted in a *de facto* exchange of the Debtors’ obligation to give Ms. Urata-Thompson CEL tokens with a new obligation for the Debtors to give Ms. Urata-Thompson BTC, ADA, MATIC, LINK, and DOT.

354. The Urata-Thompson Swap was made within two years prior to the Petition Date.

355. Ms. Urata-Thompson filed a proof of claim against Celsius Network LLC for \$1,497,534 (Claim No. 8282). Upon information and belief, the USD value of \$854,727 from the Urata-Thompson Swap is included in Proof of cClaim No. 8282.

356. The Debtors received less than reasonably equivalent value or did not receive fair consideration as part of the Urata-Thompson Swap. At the time of the Urata-Thompson Swap, the Debtors’ obligations with respect to Ms. Urata-Thompson’s account balance for 137,416 CEL that she swapped were significantly less than the value of the \$854,727 of BTC, ADA, MATIC, LINK, and DOT for which her Earn account was credited.

357. Ms. Urata-Thompson was aware of the lack of reasonably equivalent value due to her active participation in the manipulation of the price of the CEL token.

358. The Debtors were insolvent on the date of the Urata-Thompson Swap; were left

section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

372. Ms. Urata-Thompson is the initial transferee for whose benefit the Urata-Thompson Swap was made.

373. Therefore, the Urata-Thompson Swap, or the value of the property transferred in the Urata-Thompson Swap, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXI

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Aliza Landes and Any Other Immediate or Mediate Transferees)

374. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

375. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

376. Between August 17, 2021 and the Petition Date, Ms. Landes transferred the following cryptocurrency from the Celsius platform to her personal cryptocurrency wallet (collectively, the “**Landes Transfers**”):

Date	Asset	Amount²⁶
August 17, 2021	USDC	\$50
August 17, 2021	USDC	100
August 23, 2021	USDC	100
August 31, 2021	USDC	690,000
October 20, 2021	USDC	370,000
January 24, 2022	USDC	20
January 24, 2022	USDC	400,000
February 15, 2022	USDC	125,600
May 31, 2022	USDC	333,548
Total		\$1,919,418

²⁶ Amount in USD based on market prices as of the date of the applicable transfer.

- j. Ms. Landes had not previously conducted a large scale withdrawal of substantially all of her stablecoins on the Celsius platform; and
- k. The Landes Transfers were questionable and not in the usual course of business.

381. By virtue of the foregoing, the Landes Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Landes Transfers.

382. To the extent the Landes Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

383. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

384. Ms. Landes is the initial transferee for whose benefit the Landes Transfers were made. Upon information and belief, Ms. Landes may have transferred the funds comprising the Landes Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Landes Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

385. Therefore, the Landes Transfers, or the value of the property transferred in the Landes Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Aliza Landes and Any Other Immediate or Mediate Transferees)

386. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

387. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

388. As set out in Count XXI, Ms. Landes executed the Landes Transfers, which each constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

389. Ms. Landes' actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Ms. Landes' spousal relationship with Mr. Leon;
- b. The relationship between the Debtors, Ms. Landes, who was the current or former VP of Lending of the Debtors at the time of the transfers, and Mr. Leon, who was a director, the COO, or the CSO of the Debtors at the time of the transfers;
- c. Ms. Landes' continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Landes Transfers;
- d. The timing of the transactions shortly before the Pause when the Debtors were experiencing extreme financial distress;
- e. That Ms. Landes' transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- f. The Landes Transfers were to an insider;
- g. The Debtors were insolvent or became insolvent shortly after the Landes Transfers were made;

COUNT XXIII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Kristine Meehan Mashinsky and Any Other Immediate or Mediate Transferees)

395. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

396. Between April 6, 2022 and the Petition Date, Mrs. Mashinsky transferred the following cryptocurrency from the Celsius platform to her personal cryptocurrency wallet (collectively, the “**Kristine Mashinsky Transfers**”):

Date	Asset	Amount²⁷
April 6, 2022	CEL	\$20
April 10, 2022	CEL	2,946,336
May 31, 2022	CEL	8
May 31, 2022	CEL	2,027,331
Total		\$4,973,695

397. The Kristine Mashinsky Transfers constitute transfers of interest in the Debtors’ property and were made within two years prior to the Petition Date.

398. Mrs. Mashinsky caused the Kristine Mashinsky Transfers to be made by the Debtors.

399. Mrs. Mashinsky caused Debtors to make the Kristine Mashinsky Transfers with the actual intent to hinder, delay, or defraud Celsius and Plaintiff. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff’s and Celsius’ enforcement and collection of claims against Mrs. Mashinsky.

400. Mrs. Mashinsky’s actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. The close relationship between the Debtors and Mrs. Mashinsky, who is the spouse

²⁷ Amount in USD based on market prices as of the date of the applicable transfer.

of Alexander Mashinsky, a director and the CEO of the Debtors at the time of the transfers;

- b. Mrs. Mashinsky's retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Kristine Mashinsky Transfers;
- c. The financial condition of the Debtors before and after each of the Kristine Mashinsky Transfers and Mrs. Mashinsky's knowledge of the Debtors' financial condition;
- d. Contemporaneous communications that establish that Mrs. Mashinsky's spouse, Alexander Mashinsky, knew Celsius was insolvent and in dire financial condition;
- e. Mrs. Mashinsky, through initiating the Kristine Mashinsky Transfers, engaged in a pattern, or series of transactions, or course of conduct after the Debtors incurred debt, the onset of financial difficulties on Debtors, or pendency of threat of suits by creditors of Debtors;
- f. The general chronology of the events and the Kristine Mashinsky Transfers;
- g. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- h. The Kristine Mashinsky Transfers were questionable and not in the usual course of business;
- i. The secrecy, haste, and unusualness of the Kristine Mashinsky Transfers;
- j. Mrs. Mashinsky had not previously conducted largescale withdrawal of her CEL token holdings on the Celsius platform;
- k. The Kristine Mashinsky Transfers were made to an insider; and
- l. Mrs. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11.

401. Following each large withdrawal of CEL token, Mrs. Mashinsky sold CEL tokens in small batches regularly for the month after the withdrawal. The sales appear coordinated to not draw scrutiny or affect the price of the CEL token.

402. By virtue of the foregoing, the Kristine Mashinsky Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Kristine Mashinsky Transfers.

403. To the extent the Kristine Mashinsky Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

404. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

405. Mrs. Mashinsky is the initial transferee for whose benefit the Kristine Mashinsky Transfers were made. Upon information and belief, Mrs. Mashinsky may have transferred the funds comprising the Kristine Mashinsky Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Kristine Mashinsky Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

406. Therefore, the Kristine Mashinsky Transfers, or the value of the property transferred in the Kristine Mashinsky Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXIV

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Kristine Mashinsky and Any Other Immediate or Mediate Transferees)

407. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

408. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

409. As set out in Count XXIII, Mrs. Mashinsky executed the Kristine Mashinsky Transfers, which constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

410. Mrs. Mashinsky's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. The close relationship between the Debtors and Mrs. Mashinsky, who is the spouse of Alexander Mashinsky, a director and the CEO of the Debtors at the time of the transfers;
- b. Mrs. Mashinsky's retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Kristine Mashinsky Transfers;
- c. The financial condition of the Debtors before and after each of the Kristine Mashinsky Transfers and Mrs. Mashinsky's knowledge of the Debtors' financial condition;
- d. Mrs. Mashinsky, through initiating the Kristine Mashinsky Transfers, engaged in a pattern, or series of transactions, or course of conduct after the Debtors incurred debt, the onset of financial difficulties on Debtors, or pendency of threat of suits by creditors of Debtors;
- e. The general chronology of the events and the Kristine Mashinsky Transfers;
- f. The Kristine Mashinsky Transfers were questionable and not in the usual course of business;
- g. The secrecy, haste, and unusualness of the Kristine Mashinsky Transfers;
- h. The Kristine Mashinsky Transfers were concealed until well after the Petition Date;
- i. The timing of the transaction shortly before the Pause as Celsius was experiencing extreme financial distress;
- j. Contemporaneous communications that establish that Mrs. Mashinsky's spouse, Alexander Mashinsky, knew Celsius was insolvent and in dire financial condition;
- k. The Kristine Mashinsky Transfers were made to an insider; and
- l. Mrs. Mashinsky had not previously conducted largescale withdrawal of her CEL token holdings on the Celsius platform.

411. Following each large withdrawal of CEL token, Mrs. Mashinsky sold CEL tokens in small batches regularly for the month after the withdrawal. The sales appear coordinated to not draw scrutiny or affect the price of the CEL token.

412. By virtue of the foregoing, the Kristine Mashinsky Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Kristine Mashinsky Transfers.

413. To the extent the Kristine Mashinsky Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

414. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

415. Mrs. Mashinsky is the initial transferee for whose benefit the Kristine Mashinsky Transfers were made. Upon information and belief, Mrs. Mashinsky may have transferred the funds comprising the Kristine Mashinsky Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Kristine Mashinsky Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

416. Therefore, the Kristine Mashinsky Transfers, or the value of the property transferred in the Kristine Mashinsky Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXV

**(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550
— Defendant AM Ventures Holding Inc. and Any Other Immediate or Mediate
Transferees)**

417. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

418. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

419. Between July 28, 2021 to the Petition Date, AMV transferred the following cryptocurrency from the Celsius platform to its cryptocurrency wallet (collectively, the “**AMV Transfers**”):

Date	Asset	Amount ²⁸
July 28, 2021	CEL	\$584
July 28, 2021	CEL	6,592,283
October 7, 2021	CEL	5,591,165
Total		\$12,184,032

420. The AMV Transfers constitute transfers of interest in the Debtors’ property and were made within two years prior to the Petition Date.

421. AMV caused the AMV Transfers to be made by the Debtors.

422. AMV caused Debtors to make the AMV Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff’s and Celsius’ enforcement and collection of claims against AMV.

423. AMV’s actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

²⁸ Amount in USD based on market prices as of the date of the applicable transfer.

- a. Mr. Mashinsky's ownership and control of AMV;
- b. The close relationship between the Debtors and Mr. Mashinsky, who was a director and the CEO of the Debtors at the time of the transfers;
- c. Mr. Mashinsky's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the AMV Transfers;
- d. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- e. Contemporaneous communications that establish Mr. Mashinsky knew Celsius was insolvent and in dire financial condition;
- f. The fact that Mr. Mashinsky withdrew substantially all non-CEL token cryptocurrency in accounts held by himself or his affiliated entities on deposit with Celsius;
- g. Mr. Mashinsky had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- h. That AMV and Mr. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- i. The AMV Transfers were to an insider;
- j. The Debtors were insolvent or became insolvent shortly after the AMV Transfers were made;
- k. Alexander Mashinsky knowingly caused the withdrawals of cryptocurrencies in the AMV Transfers; and
- l. The AMV Transfers were questionable and not in the usual course of business.

424. Following each large withdrawal of CEL token, Mr. Mashinsky sold CEL tokens in small consistent batches regularly after the withdrawal. The sales appear coordinated to not draw scrutiny or affect the price of the CEL token.

425. By virtue of the foregoing, the AMV Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the AMV Transfers.

426. To the extent the AMV Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

427. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

428. AMV is the initial transferee for whose benefit the AMV Transfers were made. Upon information and belief, AMV may have transferred the funds comprising the AMV Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the AMV Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

429. Therefore, the AMV Transfers, or the value of the property transferred in the AMV Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXVI

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant AM Ventures Holding Inc. and Any Other Immediate or Mediate Transferees)

430. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

431. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

432. As set out in Count XXV, AMV executed the AMV Transfers, which constitute a

transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

433. AMV's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Mashinsky's ownership and control of AMV;
- b. The close relationship between the Debtors and Mr. Mashinsky, who was a director and the CEO of the Debtors at the time of the transfers;
- c. Mr. Mashinsky's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the AMV Transfers;
- d. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- e. Contemporaneous communications that establish Mr. Mashinsky knew Celsius was insolvent and in dire financial condition;
- f. The fact that Mr. Mashinsky withdrew substantially all non-CEL token cryptocurrency in accounts held by himself or his affiliated entities on deposit with Celsius;
- g. Mr. Mashinsky had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- h. That AMV and Mr. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- i. The AMV Transfers were to an insider;
- j. The Debtors were insolvent or became insolvent shortly after the AMV Transfers were made; and
- k. Mr. Mashinsky knowingly caused the withdrawals of cryptocurrencies in the AMV Transfers.

434. Following each large withdrawal of CEL token, Mr. Mashinsky sold CEL tokens in small consistent batches regularly after the withdrawal. The sales appear coordinated to not draw scrutiny or affect the price of the CEL token.

435. By virtue of the foregoing, the AMV Transfers were fraudulent transfers avoidable

under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the AMV Transfers.

436. To the extent the AMV Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

437. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

438. AMV is the initial transferee for whose benefit the AMV Transfers were made. Upon information and belief, AMV may have transferred the funds comprising the AMV Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the AMV Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

439. Therefore, the AMV Transfers, or the value of the property transferred in the AMV Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXVII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Koala1 LLC and Any Other Immediate or Mediate Transferees)

440. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

441. Koala1 LLC is owned and controlled by Mr. Mashinsky.

442. On May 27, 2022, Koala1 LLC transferred the following cryptocurrency from the

cryptocurrency exchanges (collectively, the “**Koala Transfers**”):

Date	Asset	Amount ²⁹
May 27, 2022	BTC	\$10
May 27, 2022	BTC	411,139
May 27, 2022	ETH	10
May 27, 2022	USDC	10
May 27, 2022	BTC	1,573,922
May 27, 2022	ETH	1,496,932
May 27, 2022	USDC	1,638,293
Total		\$5,120,316

were made within two years prior to the Petition Date.

444. Koala1 LLC caused the Koala Transfers to be made by the Debtors.

445. Koala1 LLC caused Debtors to make the Koala Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff's and Celsius' enforcement and collection of claims against Koala1 LLC.

further established by, among other things, the following badges of fraud:

- a. Mr. Mashinsky's ownership and control of Koala1 LLC;
- b. The close relationship between the Debtors and Mr. Mashinsky, who was a director and the CEO of the Debtors at the time of the transfers;
- c. Mr. Mashinsky's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Koala Transfers;
- d. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- e. Contemporaneous communications that establish Mr. Mashinsky knew

²⁹ Amount in USD based on market prices as of the date of the applicable transfer.

Celsius was insolvent and in dire financial condition;

- f. The fact that Mr. Mashinsky withdrew substantially all non-CEL token cryptocurrency in accounts held by himself or his affiliated entities on deposit with Celsius;
- g. Mr. Mashinsky had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- h. That Koala1 LLC and Mr. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- i. The Koala Transfers were to an insider;
- j. The Debtors were insolvent or became insolvent shortly after the Koala Transfers were made;
- k. Mr. Mashinsky knowingly caused the withdrawals of cryptocurrencies in the Koala Transfers;
- l. The fact that all or substantially all of Koala1 LLC's stablecoin holdings on deposit with Celsius were withdrawn;
- m. The fact that Koala1 LLC had not previously conducted a largescale withdrawal of its stablecoin holdings on the Celsius platform; and
- n. The Koala Transfers were questionable and not in the usual course of business.

447. By virtue of the foregoing, the Koala Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Koala Transfers.

448. To the extent the Koala Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

449. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

450. Koala1 LLC is the initial transferee for whose benefit the Koala Transfers were made. Upon information and belief, Koala1 LLC may have transferred the funds comprising the Koala Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Koala Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

451. Therefore, the Koala Transfers, or the value of the property transferred in the Koala Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXVIII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Koala1 LLC and Any Other Immediate or Mediate Transferees)

452. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

453. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

454. As set out in Count XXVII, Koala1 LLC executed the Koala Transfers, which constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

455. Koala1 LLC's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Mashinsky's ownership and control of Koala1 LLC;
- b. The close relationship between the Debtors and Mr. Mashinsky, who was a director and the CEO of the Debtors at the time of the transfers;

- c. Mr. Mashinsky's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Koala Transfers;
- d. The timing of the transactions shortly before the Pause as Celsius was experiencing extreme financial distress;
- e. Contemporaneous communications that establish Mr. Mashinsky knew Celsius was insolvent and in dire financial condition;
- f. The fact that Mr. Mashinsky withdrew substantially all non-CEL token cryptocurrency in accounts held by himself or his affiliated entities on deposit with Celsius;
- g. Mr. Mashinsky had not previously conducted a large withdrawal of all of his cryptocurrency holdings on the platform;
- h. That Koala1 LLC and Mr. Mashinsky's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- i. The Koala Transfers were to an insider;
- j. The Debtors were insolvent or became insolvent shortly after the Koala Transfers were made;
- k. Mr. Mashinsky knowingly caused the withdrawals of cryptocurrencies in the Koala Transfers;
- l. The fact that all or substantially all of Koala1 LLC's stablecoin holdings on deposit with Celsius were withdrawn; and
- m. The fact that Koala1 LLC had not previously conducted a largescale withdrawal of its stablecoin holdings on the Celsius platform.

456. By virtue of the foregoing, the Koala Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Koala Transfers.

457. To the extent the Koala Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

458. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under

section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

459. Koala1 LLC is the initial transferee for whose benefit the Koala Transfers were made. Upon information and belief, Koala1 LLC may have transferred the funds comprising the Koala Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Koala Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

460. Therefore, the Koala Transfers, or the value of the property transferred in the Koala Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXIX

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Alchemy Capital Partners LP and Any Other Immediate or Mediate Transferees)

461. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

462. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

463. On April 13, 2022, Mr. Leon transferred 8,000,0002 CEL tokens to Alchemy. That same day, Alchemy entered into a loan agreement with the Debtors and, on April 14, 2022, received \$4,000,000 in exchange for posting 7,373,272 CEL tokens as collateral. On May 27, 2022, Mr. Leon transferred 7,023,636 CEL tokens to Alchemy. That same day, Alchemy posted additional collateral of 7,654,644 CEL tokens. In total, Alchemy posted 15,027,916 CEL tokens as collateral in exchange for the \$4 million USD loan from the Debtors (the “Alchemy Loan”).

464. The Alchemy Loan constitutes a transfer of interest in the Debtors' property and was made within two years prior to the Petition Date.

465. Alchemy caused the Alchemy Loan to be made by the Debtors.

466. The interest rate on the Alchemy Loan is 0.1%. Upon information and belief, Alchemy did not execute a loan agreement in connection with the Alchemy Loan.

467. The Alchemy Loan was a *de facto* transfer of cash to Alchemy for little to no value.

468. Alchemy caused Debtors to make the Alchemy Loan with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff's and Celsius' enforcement and collection of claims against Alchemy.

469. Alchemy's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Leon's ownership and control of Alchemy;
- b. The close relationship between the Debtors and Mr. Leon, who was a director, the COO or the CSO of the Debtors at the time of the transfers;
- c. Mr. Leon's continued retention of possession, benefit, or use of the money received from the Alchemy Loan;
- d. The timing of the transactions shortly before the effective date of the New Jersey Order and as Celsius was experiencing financial distress;
- e. Contemporaneous communications that establish Mr. Leon knew Celsius was insolvent and in dire financial condition;
- f. Mr. Leon had not previously entered into a loan collateralized by CEL tokens;
- g. The Alchemy Loan was conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- h. Alchemy, and by extension, Mr. Leon, was able to receive USD value for the CEL token collateral, which was worth significantly less than the USD

value received. Therefore, reasonably equivalent value was not received;

- i. Alchemy, and by extension, Mr. Leon, was able to receive USD value for the CEL token collateral without having to sell his CEL token positions, guaranteeing a USD value in exchange for the CEL tokens as Debtors faced the consequences of the New Jersey Order and insolvency;
- j. It was likely that CEL tokens would be worth less due to Celsius' financial distress and regulatory issues;
- k. The Alchemy Loan was to an insider;
- l. The Alchemy Loan was unusual and not in the regular course of business; and
- m. The Debtors were insolvent or became insolvent shortly after the Alchemy Loan was made.

470. By virtue of the foregoing, the Alchemy Loan was a fraudulent transfer avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Alchemy Loan.

471. To the extent the Alchemy Loan is included in Count VI as an avoidable preferential transfer, the transfer is pled alternatively as fraudulent transfers.

472. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

473. Alchemy is the initial transferee for whose benefit the Alchemy Loan was made. Upon information and belief, Alchemy may have transferred the funds comprising the Alchemy Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Alchemy Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

474. Therefore, the Alchemy Loan, or the value of the property transferred in the Alchemy Loan, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXX

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Alchemy Capital Partners LP and Any Other Immediate or Mediate Transferees)

475. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

476. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

477. As set out in Count XXIX, Alchemy executed the Alchemy Loan, which constitutes a transfer of interest in the Debtors' property, and was made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

478. The interest rate on the Alchemy Loan is 0.1%. Upon information and belief, Alchemy did not execute a loan agreement in connection with the Alchemy Loan.

479. The Alchemy Loan was a *de facto* transfer of cash to Alchemy for little to no value.

480. Alchemy's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Leon's ownership and control of Alchemy;
- b. The close relationship between the Debtors and Mr. Leon, who was a director, the COO or the CSO of the Debtors at the time of the transfers;
- c. Mr. Leon's continued retention of possession, benefit, or use of the cash received from the Alchemy Loan;
- d. The timing of the transactions shortly before the effective date of the New Jersey Order and as Celsius was experiencing financial distress;

- e. Contemporaneous communications that establish Mr. Leon knew Celsius was insolvent and in dire financial condition;
- f. Mr. Leon had not previously entered into a loan collateralized by CEL tokens;
- g. That Mr. Leon and Alchemy's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11;
- h. Alchemy, and by extension, Mr. Leon, were able to receive USD value for the CEL token collateral, which was worth significantly less than the USD value received;
- i. Alchemy, and by extension, Mr. Leon, were able to receive USD value for the CEL token collateral without having to sell his CEL token positions, guaranteeing a USD value in exchange for the CEL tokens as Debtors faced the consequences of the New Jersey Order and insolvency;
- j. It was likely that CEL tokens would be worth less due to Celsius' financial distress and regulatory issues;
- k. The Alchemy Loan was to an insider; and
- l. The Debtors were insolvent or became insolvent shortly after the Alchemy Loan was made.

481. By virtue of the foregoing, the Alchemy Loan was a fraudulent transfer avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Alchemy Loan.

482. To the extent the Alchemy Loan is included in Count VI as an avoidable preferential transfer, the transfer is pled alternatively as fraudulent transfers.

483. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

484. Alchemy is the initial transferee for whose benefit the Alchemy Loan was made.

Upon information and belief, Alchemy may have transferred the funds comprising the Alchemy Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Alchemy Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

485. Therefore, the Alchemy Loan, or the value of the property transferred in the Alchemy Loan, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXXI

(Avoidance and Recovery of Constructive Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(B); 550 — Defendant Alchemy Capital Partners LP and Any Other Immediate or Mediate Transferees)

486. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

487. Plaintiff brings this claim under sections 548(a)(1)(B) and 550 of the Bankruptcy Code.

488. As set out in Counts XXIX and XXX, Alchemy caused the Alchemy Loan to be made by the Debtors, which constitutes a transfer of interest in the Debtors' property, and was made to and for the benefit of Alchemy.

489. The Alchemy Loan was made within two years prior to the Petition Date.

490. The Debtors received less than reasonably equivalent value or did not receive fair consideration in exchange for the Alchemy Loan. At the time of the transfer, the 15,027,916 CEL tokens posted by Alchemy as collateral were worth significantly less than the \$4,000,000 received by Alchemy, particularly when the manipulation of the CEL token's value is considered.

491. The interest rate on the Alchemy Loan is 0.1%. Upon information and belief, Alchemy did not execute a loan agreement in connection with the Alchemy Loan.

492. The Alchemy Loan was a *de facto* transfer of cash to Alchemy for little to no value.

493. The Debtors were insolvent on the date of the Alchemy Loan; were left with unreasonably small capital on the date of the Alchemy Loan; or intended to incur or believed it would incur debts beyond its ability to pay as such debts matured.

494. Moreover, the Debtors made the Alchemy Loan to, or for the benefit of, an insider, or incurred such obligation to or for the benefit of an insider and not in the ordinary course of business.

495. By virtue of the foregoing, the Alchemy Loan was a constructive fraudulent transfers avoidable under section 548(a)(1)(B) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Alchemy Loan.

496. To the extent the Alchemy Loan is included in Count VI as an avoidable preferential transfer and in Counts XXVII and XXVIII as a fraudulent transfer, the Alchemy Loan is pled alternatively as a constructive fraudulent transfer.

497. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

498. Alchemy is the initial transferee for whose benefit the Alchemy Loan was made. Upon information and belief, Alchemy may have transferred the funds comprising the Alchemy Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Alchemy Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

499. Therefore, the Alchemy Transfers, or the value of the property transferred in the Alchemy Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXXII

(Avoidance and Recovery of Constructive Fraudulent Transfers — 11 U.S.C. §§ 544(b)(2); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Alchemy Capital Partners LP and Any Other Immediate or Mediate Transferees)

500. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

501. Plaintiff brings this claim under section 544(b)(2) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

502. As set out in Counts XXIX, XXX, and XXXI, Alchemy caused the Alchemy Loan to be made by the Debtors, which constitutes a transfer of interest in the Debtors' property made within two years prior to the Petition Date, and was made to and for the benefit of Alchemy.

503. The Debtors received less than reasonably equivalent value or did not receive fair consideration in exchange for the Alchemy Loan. At the time of the transfer, the 15,027,916 CEL tokens posted by the Alchemy as collateral were worth significantly less than the \$4,000,000 received by Alchemy, particularly when the manipulation of the CEL token's value is considered.

504. The interest rate on the Alchemy Loan is 0.1%. Upon information and belief, Alchemy did not execute a loan agreement in connection with the Alchemy Loan.

505. The Alchemy Loan was a *de facto* transfer of cash to Alchemy for little to no value.

506. The Debtors were insolvent on the date of the Alchemy Loan; were engaged or about to engage in a business or transaction for which the remaining assets of the Debtors were unreasonably small in relation to the transaction on the date of the Alchemy Loan; or intended to

incur, believed, or reasonably should have believed it would incur debts beyond its ability to pay as such debts came due.

507. Moreover, the Debtors made the Alchemy Loan to, or for the benefit of, an insider, or incurred such obligation to or for the benefit of an insider and not in the ordinary course of business.

508. By virtue of the foregoing, the Alchemy Loan was a constructive fraudulent transfer avoidable under section 544(a)(1)(B) of the Bankruptcy Code and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Alchemy Loan.

509. To the extent the Alchemy Loan is included in Count VI as an avoidable preferential transfer and in Counts XXIX and XXX as an actual fraudulent transfer, the Alchemy Loan is pled alternatively as a constructive fraudulent transfer.

510. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

511. Alchemy is the initial transferee for whose benefit the Alchemy Loan was made. Upon information and belief, Alchemy may have transferred the funds comprising the Alchemy Loan to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Alchemy Loan, and upon information and belief, may currently be in possession of the funds comprising the transfers.

512. Therefore, the Alchemy Loan, or the value of the property transferred in the

Alchemy Loan, is recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXXIII

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 548(a)(1)(A); 550 — Defendant Bits of Sunshine LLC and Any Other Immediate or Mediate Transferees)

513. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

514. Plaintiff brings this claim under sections 548(a)(1)(A) and 550 of the Bankruptcy Code.

515. Between February 7, 2022 and the Petition Date, Bits of Sunshine LLC transferred the following cryptocurrency from the Celsius platform to its cryptocurrency wallet (collectively, the “**Sunshine Transfers**”):

Date	Asset	Amount ³⁰
February 7, 2022	CEL	\$150,000
February 23, 2022	CEL	154,500
April 27, 2022	CEL	105,845
May 9, 2022	CEL	161,791
Total		\$572,136

516. The Sunshine Transfers constitute transfers of interest in the Debtors’ property and were made within two years prior to the Petition Date.

517. Bits of Sunshine LLC caused the Sunshine Transfers to be made by the Debtors.

518. Bits of Sunshine LLC caused Debtors to make the Sunshine Transfers with the actual intent to hinder, delay, or defraud Plaintiff and Celsius. Such transfers were made with the intention, among other things, to impede or obstruct Plaintiff’s and Celsius’ enforcement and collection of claims against Bits of Sunshine LLC.

519. Bits of Sunshine LLC’s actual intent to hinder, delay, or defraud Plaintiff and

³⁰ Amount in USD based on market prices as of the date of the applicable transfer.

Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Goldstein's ownership and control of Bits of Sunshine;
- b. The close relationship between the Debtors and Mr. Goldstein, who was the CTO or President of Labs of the Debtors at the time of the transfers;
- c. Bits of Sunshine's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Sunshine Transfers;
- d. The timing of the transactions as Celsius was experiencing financial distress;
- e. Contemporaneous communications that establish Mr. Goldstein knew Celsius was insolvent and in dire financial condition;
- f. The Sunshine Transfers were made to an insider;
- g. The fact that Bits of Sunshine LLC moved nearly of its CEL tokens and a substantial majority of stablecoins between associated entities;
- h. The Sunshine Transfers were questionable and not in the usual course of business; and
- i. That Bits of Sunshine and Mr. Goldstein's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11.

520. As discussed in Section II, *supra*, Mr. Goldstein regularly caused Bits of Sunshine LLC to sell its CEL tokens during Celsius' buybacks.

521. By virtue of the foregoing, the Sunshine Transfers were fraudulent transfers avoidable under section 548(a)(1)(A) of the Bankruptcy Code. Thus, Plaintiff is entitled to avoid the Sunshine Transfers.

522. To the extent the Sunshine Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

523. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 548 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any

immediate or mediate transferee of the initial transferee.

524. Bits of Sunshine LLC is the initial transferee for whose benefit the Sunshine Transfers were made. Upon information and belief, Bits of Sunshine LLC may have transferred the funds comprising the Sunshine Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Sunshine Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

525. Therefore, the Sunshine Transfers, or the value of the property transferred in the Sunshine Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXXIV

(Avoidance and Recovery of Actual Fraudulent Transfers — 11 U.S.C. §§ 544(b)(1); 550; and Applicable Law (including, but not limited, to the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware) — Defendant Bits of Sunshine LLC and Any Other Immediate or Mediate Transferees)

526. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

527. Plaintiff brings this claim under section 544(b)(1) of the Bankruptcy Code, section 550 of the Bankruptcy Code, and applicable law including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware.

528. As set out in Count XXXIII, Bits of Sunshine LLC executed the Sunshine Transfers, which each constitute a transfer of interest in the Debtors' property, and were made with the actual intent to hinder, delay, or defraud Plaintiff and Celsius.

529. Bits of Sunshine LLC's actual intent to hinder, delay, or defraud Plaintiff and Celsius is further established by, among other things, the following badges of fraud:

- a. Mr. Goldstein's ownership and control of Bits of Sunshine;

- b. The close relationship between the Debtors and Mr. Goldstein, who was the CTO or President of Labs of the Debtors at the time of the transfers;
- c. Bits of Sunshine's continued retention of possession, benefit, or use of the cryptocurrencies withdrawn in the Sunshine Transfers;
- d. The timing of the transactions as Celsius was experiencing financial distress;
- e. Contemporaneous communications that establish Mr. Goldstein knew Celsius was insolvent and in dire financial condition;
- f. The fact that Bits of Sunshine LLC moved nearly all of its CEL tokens and a substantial majority of stablecoins between associated entities;
- g. The Sunshine Transfers were made to an insider; and
- h. That Bits of Sunshine and Mr. Goldstein's transactions were conducted in secret and not disclosed until significantly after the Debtors filed voluntary petitions for protection under Chapter 11.

530. As discussed in Section II, *supra*, Mr. Goldstein regularly caused Bits of Sunshine LLC to sell its CEL tokens during Celsius' buybacks.

531. By virtue of the foregoing, the Sunshine Transfers were fraudulent transfers avoidable under 11 U.S.C. § 544 and applicable law, including, but not limited to, the Uniform Fraudulent Transfer Act as enacted in the states of New York, New Jersey, and Delaware. Thus, Plaintiff is entitled to avoid the Sunshine Transfers.

532. To the extent the Sunshine Transfers are included in Count VI as avoidable preferential transfers, those transfers are pled alternatively as fraudulent transfers.

533. Section 550 of the Bankruptcy Code provides that if a transfer is avoided under section 544 of the Bankruptcy Code, Plaintiff may recover the property or the value of the property transferred from the initial transferee, the entity for whose benefit the transfers were made, or any immediate or mediate transferee of the initial transferee.

534. Bits of Sunshine LLC is the initial transferee for whose benefit the Sunshine

Transfers were made. Upon information and belief, Bits of Sunshine LLC may have transferred the funds comprising the Sunshine Transfers to third parties. The exact identity of the individuals or entities that received a transfer is presently unknown. The John Doe Defendants are thus immediate or mediate transferees of the Sunshine Transfers, and upon information and belief, may currently be in possession of the funds comprising the transfers.

535. Therefore, the Sunshine Transfers, or the value of the property transferred in the Sunshine Transfers, are recoverable by Plaintiff under section 550 of the Bankruptcy Code.

COUNT XXXV

(Disallowance of Defendants' Claims — 11 U.S.C. § 502(d) — Defendants Alexander Mashinsky, Shlomi Daniel Leon, Hanoach Goldstein, Jeremie Beaudry, Harumi Urata-Thompson, Aliza Landes, Kristine Mashinsky, AM Ventures Holding LLC, Koala1 LLC, Alchemy Capital Partners LP, Bits of Sunshine LLC, and John Doe Defendants)

536. Plaintiff repeats and realleges each and every allegation in all prior paragraphs, which are incorporated by reference as if set forth fully herein.

537. The Defendants are all persons or entities from which property is recoverable under section 550 of the Bankruptcy Code or is a transferee of transfers avoidable under sections 544, 547, and 548 of the Bankruptcy Code.

538. The Defendants have not paid the amount or turned over any property transferred for which the Defendants are liable under section 550 of the Bankruptcy Code.

539. Any filed or scheduled claims held by the Defendants are disallowed until the Defendants pay in full or return the property for which they are liable under section 550 of the Bankruptcy Code.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor against the Defendants as follows:

- (a) Damages in an amount to be proven at trial;
- (b) Punitive damages in an amount to be proven at trial;
- (c) Determining that each of the Preferential and Fraudulent Transfers³¹ is avoidable as a preferential transfer or fraudulent transfers pursuant to the applicable provisions of the Bankruptcy Code and applicable state law, including, without limitation, sections 544, 547, 548, and 550 of the Bankruptcy Code;
- (d) Ordering that Plaintiff may recover and the Defendants or any mediate transferee must turnover, for the benefit of the estate, the transferred cryptocurrency or, in the alternative, if greater, the U.S. dollars in an amount equal to the price of the transferred cryptocurrency on the day of the transfer, with interest;
- (e) Ordering that pursuant to the applicable provisions of the Bankruptcy Code, including, without limitation, section 502(d) of the Bankruptcy Code, each claim asserted by the Defendants is disallowed;
- (f) Granting Plaintiff costs of suit incurred herein, including, without limitation, attorneys' fees, costs, and other expenses incurred in this action;
- (g) Granting Plaintiff pre- and post-judgment interest on the judgment amount to the fullest extent allowed by applicable law; and
- (h) Ordering such other and further relief as the Court may deem just and proper.

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³¹ The “**Fraudulent Transfers**” are those transfers identified in Counts VII, VIII, IX, X, XI, XII, XV, XVI, XVII, XVIII, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXIII, and XXXIV.

Dated: [●]
New York, New York

[PROPOSED COMPLAINT]

WHITE & CASE LLP

David M. Turetsky
Samuel P. Hershey
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: david.turetsky@whitecase.com
sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Telephone: (312) 881-5400
Facsimile: (312) 881-5450
Email: mandolina@whitecase.com
gregory.pesce@whitecase.com

– and –

WHITE & CASE LLP

Keith H. Wofford
Southeast Financial Center
200 South Biscayne Blvd., Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com

– and –

WHITE & CASE LLP

Aaron E. Colodny (admitted *pro hac vice*)
555 South Flower Street, Suite 2700
Los Angeles, California 90071
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: aaron.colodny@whitecase.com

*Counsel to the Official Committee of
Unsecured Creditors*

Exhibit A

Alexander Mashinsky

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount¹
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	ETH	Withdrawal	\$208
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	USDC	Withdrawal	3
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	ETH	Withdrawal	124,274
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	BTC	Withdrawal	30
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	ETH	Withdrawal	778,485
Sunday, May 15, 2022	Alexander Mashinsky	Alexander Mashinsky	BTC	Withdrawal	186,136
Monday, May 16, 2022	Alexander Mashinsky	Alexander Mashinsky	USDC	Withdrawal	1,299,827
Monday, May 16, 2022	Alexander Mashinsky	Alexander Mashinsky	USDC	Withdrawal	492,428
Total					\$2,881,391

Shlomi Daniel Leon

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Thursday, July 15, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	BTC	Withdrawal	\$31,447
Sunday, July 18, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	ETH	Withdrawal	1,916
Sunday, July 18, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	11
Monday, July 19, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	ETH	Withdrawal	69,320
Tuesday, July 20, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	476,431
Sunday, August 8, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	636,462
Thursday, August 12, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	31
Friday, August 13, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	642,466
Tuesday, September 14, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	5
Tuesday, September 14, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	104,200
Tuesday, September 21, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	102,616
Wednesday, September 22, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	BTC	Withdrawal	1,355,123
Monday, September 27, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	177,575
Wednesday, October 6, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	113,800
Thursday, October 21, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	184,800
Thursday, December 2, 2021	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	206,208

¹ Amount in USD based on market prices as of the date of the applicable transfer.

Shlomi Daniel Leon

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Tuesday, March 29, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	64,030
Monday, April 4, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	69,280
Monday, April 11, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	265,576
Wednesday, April 13, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	USDC	Withdrawal	2
Wednesday, April 13, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	USDC	Withdrawal	50
Thursday, April 14, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	USDC	Withdrawal	2,200,000
Tuesday, April 26, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	41
Tuesday, April 26, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	CEL	Withdrawal	79,599
Sunday, May 29, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	USDC	Withdrawal	100
Sunday, May 29, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	USDC	Withdrawal	2,370,534
Tuesday, May 31, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	BTC	Withdrawal	100
Tuesday, May 31, 2022	Shlomi Daniel Leon	Shlomi Daniel Leon	BTC	Withdrawal	423,276
Total					\$9,574,999

Hanoch Goldstein

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Thursday, August 12, 2021	Hanoch Goldstein	Hanoch Goldstein	ETH	Withdrawal	\$4,269
Wednesday, October 27, 2021	Hanoch Goldstein	Hanoch Goldstein	USDC	Withdrawal	100,000
Thursday, October 28, 2021	Hanoch Goldstein	Hanoch Goldstein	USDT ERC20	Withdrawal	2,828
Saturday, December 4, 2021	Hanoch Goldstein	Hanoch Goldstein	USDC	Withdrawal	250,000
Friday, March 4, 2022	Hanoch Goldstein	Hanoch Goldstein	ETH	Withdrawal	682,381
Friday, March 4, 2022	Hanoch Goldstein	Hanoch Goldstein	CEL	Withdrawal	152,000
Sunday, April 17, 2022	Hanoch Goldstein	Hanoch Goldstein	CEL	Withdrawal	44,270
Friday, May 6, 2022	Hanoch Goldstein	Hanoch Goldstein	ETH	Withdrawal	539,225
Wednesday, May 11, 2022	Hanoch Goldstein	Hanoch Goldstein	ETH	Withdrawal	617,984
Total					\$2,392,957

Jeremie Beaudry

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Friday, July 16, 2021	Jeremie Beaudry	Jeremie Beaudry	BTC	Withdrawal	\$100
Friday, July 16, 2021	Jeremie Beaudry	Jeremie Beaudry	BTC	Withdrawal	147,929
Monday, July 19, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	15,000
Friday, July 23, 2021	Jeremie Beaudry	Jeremie Beaudry	CEL	Withdrawal	58
Friday, July 23, 2021	Jeremie Beaudry	Jeremie Beaudry	CEL	Withdrawal	508,723
Saturday, July 31, 2021	Jeremie Beaudry	Jeremie Beaudry	CEL	Withdrawal	62
Sunday, August 1, 2021	Jeremie Beaudry	Jeremie Beaudry	CEL	Withdrawal	984,489
Wednesday, August 4, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	850,000
Monday, August 9, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	35,000
Friday, August 13, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	41,000
Friday, August 20, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	400,000
Saturday, October 16, 2021	Jeremie Beaudry	Jeremie Beaudry	ETH	Withdrawal	453,879
Wednesday, November 10, 2021	Jeremie Beaudry	Jeremie Beaudry	CEL	Withdrawal	1,931,392
Wednesday, November 17, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	30,000
Wednesday, December 1, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	42,000
Wednesday, December 1, 2021	Jeremie Beaudry	Jeremie Beaudry	BAT	Withdrawal	\$61
Thursday, December 2, 2021	Jeremie Beaudry	Jeremie Beaudry	BCH	Withdrawal	16,615
Thursday, December 2, 2021	Jeremie Beaudry	Jeremie Beaudry	BTC	Withdrawal	37,702
Thursday, December 2, 2021	Jeremie Beaudry	Jeremie Beaudry	DASH	Withdrawal	8
Thursday, December 2, 2021	Jeremie Beaudry	Jeremie Beaudry	UNI	Withdrawal	9,352
Thursday, December 2, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	100,000
Friday, December 3, 2021	Jeremie Beaudry	Jeremie Beaudry	USDT ERC20	Withdrawal	28
Friday, December 3, 2021	Jeremie Beaudry	Jeremie Beaudry	BTC	Withdrawal	13,987
Friday, December 3, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	6,000
Friday, December 3, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	21,000
Saturday, December 4, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	40,000
Saturday, December 4, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	400,000
Sunday, December 5, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	30,000
Monday, December 6, 2021	Jeremie Beaudry	Jeremie Beaudry	BTC	Withdrawal	31
Monday, December 6, 2021	Jeremie Beaudry	Jeremie Beaudry	BCH	Withdrawal	10
Monday, December 6, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	37,000
Thursday, December 9, 2021	Jeremie Beaudry	Jeremie Beaudry	UNI	Withdrawal	3
Thursday, December 9, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	40,000
Friday, December 10, 2021	Jeremie Beaudry	Jeremie Beaudry	USDC	Withdrawal	50,000

\$8,381,541

Harumi Urata-Thompson

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Thursday, May 12, 2022	Harumi Urata-Thompson	Harumi Urata-Thompson	CEL	Withdrawal	\$34
Saturday, June 11, 2022	Harumi Urata-Thompson	Harumi Urata-Thompson	CEL	Withdrawal	7,898
Sunday, June 12, 2022	Harumi Urata-Thompson	Harumi Urata-Thompson	CEL	Withdrawal	9,521
Total					\$17,453

Aliza Landes

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Tuesday, August 17, 2021	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	\$50
Tuesday, August 17, 2021	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	100
Monday, August 23, 2021	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	100
Tuesday, August 31, 2021	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	690,000
Wednesday, October 20, 2021	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	370,000
Monday, January 24, 2022	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	20
Monday, January 24, 2022	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	400,000
Tuesday, February 15, 2022	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	125,600
Tuesday, May 31, 2022	Aliza Landes	Shlomi Daniel Leon	USDC	Withdrawal	333,548
Total					\$1,919,418

Kristine Meehan Mashinsky

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Wednesday, April 6, 2022	Kristine Meehan Mashinsky	Alexander Mashinsky	CEL	Withdrawal	\$20
Sunday, April 10, 2022	Kristine Meehan Mashinsky	Alexander Mashinsky	CEL	Withdrawal	2,946,336
Tuesday, May 31, 2022	Kristine Meehan Mashinsky	Alexander Mashinsky	CEL	Withdrawal	8
Tuesday, May 31, 2022	Kristine Meehan Mashinsky	Alexander Mashinsky	CEL	Withdrawal	2,027,331
Total					\$4,973,695

AM Ventures Holding Inc.

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Wednesday, July 28, 2021	AM Ventures Holding Inc.	Alexander Mashinsky	CEL	Withdrawal	\$584
Wednesday, July 28, 2021	AM Ventures Holding Inc.	Alexander Mashinsky	CEL	Withdrawal	6,592,283
Thursday, October 7, 2021	AM Ventures Holding Inc.	Alexander Mashinsky	CEL	Withdrawal	5,591,165
Total					\$12,184,032

Koala1 LLC

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	BTC	Withdrawal	\$10
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	BTC	Withdrawal	411,139
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	ETH	Withdrawal	10
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	USDC	Withdrawal	10
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	BTC	Withdrawal	1,573,922
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	ETH	Withdrawal	1,496,932
Friday, May 27, 2022	Koala1 LLC	Alexander Mashinsky	USDC	Withdrawal	1,638,293
Total					\$5,120,316

Alchemy Capital Partners LP

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Thursday, April 14, 2022	Alchemy Capital Group LLC	Shlomi Daniel Leon	USD	Loan	\$4,000,000

Bits of Sunshine LLC

Date	Entity / Individual	Associated Party	Asset	Transaction Type	Amount
Monday, February 7, 2022	Bits of Sunshine LLC	Hanoch Goldstein	CEL	Withdrawal	\$150,000
Wednesday, February 23, 2022	Bits of Sunshine LLC	Hanoch Goldstein	CEL	Withdrawal	154,500
Wednesday, April 27, 2022	Bits of Sunshine LLC	Hanoch Goldstein	CEL	Withdrawal	105,845
Monday, May 9, 2022	Bits of Sunshine LLC	Hanoch Goldstein	CEL	Withdrawal	161,791
Total					\$572,136